CONDOMINIUM OFFERING PLAN FOR THE SALE OF RESIDENTIAL UNITS IN A CONDOMINIUM TO BE KNOWN AS

82 STERLING PLACE CONDOMINIUM

82 Sterling Place
Brooklyn, Kings County, New York 11217

4 Residential Units	$ 7,000,000
TOTAL OFFERING	**$ 7,000,000**

SPONSOR AND SELLING AGENT

82 Sterling Place, LLC
190 5th Avenue
Brooklyn, New York 11217

SPONSOR'S ATTORNEY

CERTILMAN BALIN ADLER & HYMAN, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

THE DATE OF ACCEPTANCE FOR FILING IS AUGUST 7, 2026. THE OFFERING PLAN MAY NOT BE USED AFTER AUGUST 6, 2027, UNLESS EXTENDED BY AMENDMENT.

THIS OFFERING PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE (iii).

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL THE RESIDENTIAL UNITS, AFTER CONSUMMATION OF THE OFFERING PLAN, THIS OFFERING PLAN MAY RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE RESIDENTIAL UNITS ARE NOT OWNED BY OWNER-OCCUPANTS OR INVESTORS WHO ARE UNRELATED TO THE SPONSOR. (SEE THE SPECIAL RISK SECTION OF THE OFFERING PLAN.) PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS OF THE CONDOMINIUM UNDER THE TERMS OF THIS OFFERING PLAN.

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

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SPECIAL RISKS

1. It is a Special Risk of this Offering that Sponsor will not be performing any material renovations to the Building (i.e., Sponsor will perform only minor cosmetic work, such as re-painting and/or re-tiling) and all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing. As described in the Description of Property Report set forth as Schedule G in Part II of the Offering Plan, the Building was initially constructed in or about 1900 and, although the Building's Certificate of Occupancy is not available for viewing on the New York City Building Department's Building Information System, the Building's certification as a legal four- (4) family dwelling is substantiated by the historic iCard for the Building maintained on New York City department of Housing Preservation & Development's HPD Online system, https://hpdonline.nyc.gov/hpdonline, at Registration No. 360484. No Certificate of Occupancy other than the Building Information System's certification of the Building as a legal four- (4) family dwelling is required by the Building Department. The certification status of the Building is not anticipated to change unless Residential Unit Owners or the Board of Managers duly effect a change in the proposed use(s) of the Building (e.g., by converting residential space to commercial space) or elect to perform any structural alterations to the Building that require a new or amended Certificate of Occupancy. The certification status of the Building is not anticipated to cause Purchasers issues securing financing; however, Sponsor makes no representations regarding the availability or terms of any mortgage financing Purchasers may wish to obtain. See Sections I and XXX of the Offering Plan.

2. As described in the Description of Property Report set forth as Schedule G, Purchasers should be aware that a prior owner not affiliated with the Sponsor filed an Alteration-2 Permit on or about May 5, 2008, at Job No. 310141129, to perform certain general construction, structural, mechanical, plumbing and other work to the Building, including interior renovation of all dwellings, re-modeling of kitchens and bathrooms, new boilers, hot water heaters and HVAC systems, new lighting throughout the Building, new washer/dryers, and a new raised deck and balconies in the rear yard of the Property. Plan examiners for the Building Department approved the work for all work-type categories of the prior owner's Alteration-2 Permit (i.e., Building Department work types alt-2, mechanical, plumbing and other) as being in accordance with all applicable codes as of March 6, 2009, as shown on the plan examination overview for Job No. 310141129 on the Building Department's publicly-available Building Information System database, and the prior owner's work was substantially completed in accordance with the plans submitted to the Building Department for the permit; however, the permit was not signed off by the Building Department and remains open as of the date hereof. Notwithstanding the existence of the open permit, occupancy of the Building remains legally permissible because work performed pursuant an Alteration-2 Permit does not change a building's use, egress, or occupancy, and the issuance of an Alteration-2 Permit does not trigger the need to obtain a new or amended Certificate of Occupancy under the NYC Building Code. No additional work to the Building is anticipated to be required to obtain closure of the open permit in compliance with applicable codes—only administrative work with an estimated total cost of $18,000 is anticipated, as further discussed below, and so, there

is no reasonable potential for such work to result in a vacate order for the Building. No fines are anticipated to be associated with closing the open permit. Although the likelihood thereof is remote, Purchasers are advised of the potential for a higher insurance premium to cover the Building during the period in which the prior owner's permit remains open and Sponsor makes no representations regarding the availability or terms of insurance coverage for the Building except as otherwise expressly disclosed in this Offering Plan. In addition, although the likelihood thereof is remote, Purchasers are advised that the prior owner's open permit could impact Purchasers' ability to obtain financing and Sponsor makes no representations regarding the availability or terms of any mortgage financing Purchasers may wish to obtain.

As described above and in the Description of Property Report, the work performed in connection with the prior owner's open permit did not affect the validity of the Building's Certificate of Occupancy. In addition, the existence of the open permit does not prevent issuance of new building permits by the Building Department to perform other work in the Building. Notwithstanding, the Sponsor has engaged a professional to reinstate the prior owner's permit application and to close the open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department. See Sections I and XXX of the Plan.

3. Purchasers are advised that, as described in the Description of Property Report, the Department of Environmental Protection conducted an asbestos-sampling inspection of areas of the Building which were to be disturbed in connection with the work performed by the unaffiliated prior owner that filed the open Alteration-2 Permit described in Special Risk No. 2 above. Pursuant to said sampling inspection, the asbestos investigator issued an ACP-5 report, dated April 4, 2008, filed with the Building Department at Job No. 310141129, a copy of which is set forth as Schedule G-3 in Part II of the Offering Plan. Said report concludes that no asbestos-containing materials ("ACM") were present in the 12 sampled interior walls, but that ACM should be assumed to be present in the 600 feet of kitchen floor tiling located within floors one through four of the Building. All kitchens in the Building currently include hardwood flooring, and it is

unknown whether the prior kitchen tiling was abated, encapsulated or left undisturbed. Per the Description of Property Report, any future renovation work that includes removal of the existing kitchen flooring will require investigation to determine if ACM-assumed tile is present. In such event, additional testing and potential abatement may be required, which would result in an additional expense. Purchasers should refer to the ACP-5 asbestos sampling inspection report, dated April 4, 2008, set forth as Schedule G-3, and the Description of Property Report set forth as Schedule G, in Part II of the Plan. Sponsor engaged a professional to close the prior owner's open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department. See Sections I and XXX of the Offering Plan.

4. The Sponsor has the right to designate all of the Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, Sponsor Affiliates, successors, assignees and/or designees ("Sponsor Control Period"). There is no limit on the period of time it may take Sponsor to convey all the Residential Units in the Condominium and as a result the Sponsor may control the Board of Managers indefinitely. The First Annual Meeting of the Residential Unit Owners will be held within two (2) years of the Closing of Title to the first Residential Unit in the Condominium or thirty (30) days after the end of the Sponsor Control Period, whichever occurs first. At such time that all Residential Units in the Condominium have been sold and closed, the then Sponsor-controlled Board will call a meeting of the Residential Unit Owners to elect a new Board. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers before the last Residential Unit is closed. Purchasers should be aware that Sponsor's right to control the Board of Managers indefinitely has important consequences, which include, but are not limited to, that Sponsor is able to make decisions for the Condominium irrespective of the whether Residential Unit Owners agree with or look favorably upon those decisions.

Notwithstanding the Sponsor Control Period, the Board of Managers has a fiduciary duty to the Residential Unit Owners to enforce Sponsor's obligations. Sponsor's intentional refusal to allow the Board of Managers to pursue litigation against the Sponsor

may constitute a breach of fiduciary duty to the Board of Managers. In addition, the Residential Unit Owners may commence a lawsuit in the nature of a derivative action. Litigation against the Sponsor entity may require the expenditure of significant additional costs, time and resources, and there is no guarantee of any resolution in the Residential Unit Owners' favor. Any provisions that give the Sponsor control of the enforcement of the Sponsor's obligations are not lawful. If there are non-Sponsor Members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. In the event a Sponsor controlled Board does not undertake the enforcement of the Sponsor's obligations, the Residential Unit Owners may have to independently raise funds to pursue such enforcement and any other causes of action against the Sponsor. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers before the last Residential Unit is closed. See Section XVIII of the Offering Plan.

5. If Sponsor relinquishes control of the Members of the Board of Managers, there is no provision in the By-Laws that requires that a majority of the Members of the Board of Managers be owner occupants who are unrelated to the Sponsor or its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e., purchasing as a Residential Unit to live in as opposed to purchasing as an investment. See Section XVII of the Offering Plan.

6. The Sponsor has the right to retain control over certain expenditures and fiscal actions of the Board of Managers of the Condominium for a period ending not more than five (5) years after the Closing of the first Residential Unit or whenever the unsold Residential Units constitute less than twenty-five (25%) percent of the Percentage of Common Interest, whichever is sooner. During this period, the Sponsor will have control of maintenance, facilities, and services to be provided to the Condominium and will determine the Common Charges to be paid by all Residential Unit Owners, including those paid by the Sponsor. During this period, the Sponsor will also have control over the enforcement of the Sponsor's obligations and will also have the right to control all decisions including but not limited to the determination of Common Expenses, management of the Condominium, the hiring and termination of employees of the Condominium, the placing of easements on the property and making improvements to the Common Elements. Notwithstanding the above, the Board of Managers has a fiduciary duty to the Residential Unit Owners to enforce Sponsor's obligations. Sponsor's intentional refusal to allow the Board of Managers to pursue litigation against the Sponsor entity may constitute a breach of fiduciary duty to the Board of Managers. In addition, the Residential Unit Owners may commence a lawsuit in the nature of a derivative action. Litigation against the Sponsor entity may require the expenditure of significant additional costs, time and resources, and there is no guarantee of any resolution in the Residential Unit Owners' favor. Any provisions that give the Sponsor control of the enforcement of the Sponsor's obligations are not lawful. If there are non-Sponsor Members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. In the event a Sponsor-controlled Board does not undertake the enforcement of the Sponsor's obligations, the Residential Unit Owners may

have to independently raise funds to pursue such enforcement and any other causes of action against the Sponsor. At no time may Sponsor exercise veto power over expenses described in Schedule B or over expenses required to (i) comply with applicable laws or regulations, (ii) to remedy any notice of violation, (iii) to remedy any work order by an insurer or (iv) necessary for the preservation or safety of the Building or for the health and safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building. See Section XVII of the Offering Plan and Schedule B.

7. The project description for the Condominium is as follows: no material renovations to the Building. Sponsor will perform only minor cosmetic work, such as re-painting and/or re-tiling, and all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing. Purchasers should also be aware that, because the Building has been previously occupied as a four- (4) family residential dwelling and no renovations are taking place, the Residential Units are not "new homes" subject to the Housing Merchant Implied Warranty provisions of New York law, and Sponsor expressly and categorically disclaims all other express and implied warranties with respect to the Residential Units and the Common Elements of the Condominium. For the avoidance of doubt, Sponsor will not warrant the materials or workmanship of the Residential Units or the Common Elements, whether pursuant to the Housing Merchant Implied Warranty law or otherwise, and each Residential Unit is being sold and conveyed in its "AS IS" condition as of the date of its Closing. See Section XVI and the Description of Property Report set forth as Schedule G in Part II of the Plan.

The Building was initially constructed in or about 1900 and the Building's certification as a legal four- (4) family dwelling is substantiated by the historic iCard for the Building maintained on New York City department of Housing Preservation & Development's HPD Online system, https://hpdonline.nyc.gov/hpdonline, at Registration No. 360484; however, the Building's Certificate of Occupancy is not available for viewing on the New York City Building Department's Building Information System. No Certificate of Occupancy other than the Building Information System's certification of the Building as a legal four- (4) family dwelling is required by the Building Department. Sponsor is offering all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing, and Sponsor will not be performing work or taking any other action in connection with the Building that would affect the status of the Building's pre-existing certification as a legal four- (4) family dwelling. Purchasers should consult with their attorneys and relevant professionals to perform their own independent investigation regarding the certification status of the Building before signing a Purchase Agreement. Prospective Purchasers are further advised to view and inspect any Residential Unit they wish to purchase before executing a Purchase Agreement. See Section III and the Description of Property Report set forth as Schedule G in Part II of the Offering Plan.

Purchasers should also be aware that the Condominium premises are subject to a Notice of Landmark Designation, dated January 6, 2021, pursuant to which the premises were designated as part of the Park Slope Historic Preservation District (Extension II) of

Brooklyn and are accordingly subject to the restrictions and requirements provided for in Chapter 74, Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York. As such, Unit Owners in the Condominium will be subject to the additional landmark-designation restrictions and requirements applicable to premises in the Park Slope Historical District, which include, without limitation, that Landmarks Preservation Commission approval is required for exterior alterations that involve a material change, addition, or removal of exterior architectural features. In addition, all alterations, including interior alterations, require Landmarks Preservation Commission review. Any and all costs associated with preparing, submitting and/or securing approval of such an application to the Landmarks Preservation Commission will be an individual expense of the applicable Unit Owner, or will be a Common Expense if undertaken by the Board of Managers on behalf of or in connection with the Common Elements of more than one (1) Residential Unit. Because the Sponsor is not performing any work other than minor, non-material cosmetic work, and Sponsor is selling the Residential Units and appurtenant Common Elements in their respective "AS IS" conditions as of the date of each Closing, the Sponsor is not required to file any application to the Landmarks Preservation Commission. See Sections III, IV and XIX.

It is a Special Risk of this Offering that the Building has been previously occupied as a four- (4) family residential dwelling and Sponsor is only performing minor cosmetic work at the premises. As such, the Residential Units are not "new homes" subject to the Housing Merchant Implied Warranty provisions of New York law, and Sponsor expressly and categorically disclaims any and all express and implied warranties with respect to the Residential Units and the Common Elements of the Condominium. For the avoidance of doubt, Sponsor will not warrant the materials or workmanship of the Residential Units or the Common Elements, whether pursuant to the Housing Merchant Implied Warranty law or otherwise, and each Residential Unit is being sold and conveyed in its "AS IS" condition as of the date of its Closing.

Although Sponsor is only performing certain minor cosmetic work, unsupervised visits to the Property may present a dangerous circumstance. Unless specifically agreed to by Sponsor in writing and escorted by a representative of Sponsor in each instance, Purchaser shall not visit the Unit or any other portion of the Property and shall only have the right to visit a sales office prior to Closing. Notwithstanding the foregoing, each Purchaser will inspect the Purchaser's Residential Unit with a representative of the Sponsor during normal business hours three (3) days prior to the Closing Date and will sign and deliver to Sponsor on or before the Closing Date a Pre-Title Inspection Statement supplied by Sponsor, acknowledging the "AS IS" condition in which Purchaser is receiving and shall take title to Purchaser's Residential Unit. In the event the Purchaser has ordered Extras that have not been installed or otherwise completed as of the Purchaser's Closing Date, Sponsor will complete any open Extras items within six (6) months after Closing, weather and circumstances permitting. Sponsor shall have no obligation to perform any post-Closing work other than work to install or complete such Extras, and only to the extent expressly provided for in the Purchaser's Pre-Title Inspection Statement. Pursuant to Paragraph 13 of the Purchase Agreement, Purchaser will agree to release and indemnify, defend and hold the Sponsor harmless from and

against any and all claims and liabilities resulting from the presence of Purchaser or Purchaser's family members, agents, licensees or invitees on the Property prior to Closing. Purchaser will also be required to execute the Express Assumption of Risk Form included as Schedule D-4 to the Offering Plan. See Section III of the Offering Plan and Schedule D-4.

In addition, although Sponsor will not be performing any material renovations and all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing, no Purchaser may interfere with Sponsor's ability to perform work in or for the Residential Units, or upon any other unit(s) or facilities in the Condominium, including, without limitation, interference with work performed on the Property by Sponsor's staff, contractors and/or sub-contractors in connection with work to or for the Residential Unit or any other Residential Unit(s), attempts to hire any of Sponsor's staff, contractors or subcontractors, and/or attempts to bring contractors, materialman, sub-contractors or workers onto the Property for work on a Residential Unit prior to Closing, unless otherwise agreed to by Sponsor in writing. Sponsor shall have the right to remove or replace (and discard) any unauthorized installations, constructions and/or other materials installed or situated in or on any Residential Unit or any portion of the Property by or at the direction of any Purchaser prior to Closing without Sponsor's prior written consent. See Sections I, XIV and XXX of the Offering Plan.

8. Sponsor will endeavor in good faith to sell the Residential Units in the Condominium. However, Sponsor is retaining the unconditional right to rent rather than sell the Residential Units. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units after the consummation of the Offering Plan, this Offering Plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of the Offering Plan. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent of the Residential Units being offered for sale excluding Residential Units of an ancillary nature (15% x 4 = 1 Residential Unit) necessary to declare the Offering Plan effective and owner-occupants may never gain effective control and management of the Condominium. Sponsor shall not rent a Residential Unit in the Condominium prior to Consummation of the Offering Plan as defined in Title 13 NYCRR § 20.1(c)(6). See Section XIII of the Offering Plan.

9. Purchasers will be obligated to pay the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, which by law are the statutory obligation of the Sponsor but have been transferred to each Purchaser under the terms of the Purchase Agreement. The New York State Real Estate Transfer Taxes are at the rate of $2.00 per $500 of consideration where the consideration is less than $3,000,000 and $3.25 per $500 where the consideration is $3,000,000 or more. New York City Real Property Transfer Tax is at the rate of one (1%) percent of the Purchase Price for

Residential Units where the consideration is less than $500,000 and 1.4259 percent where the consideration is $500,000 or greater. Pursuant to Section 1404(a) of the Tax Law, effective July 1, 2021, where New York State Real Estate Transfer Tax is paid by the Purchaser pursuant to contractual agreement, such tax will be excluded from the total calculation of consideration. However, the amount of New York City Real Property Transfer Tax will be included in the consideration subject to such tax.

In addition, pursuant to Sections 1402-a and 1402-b of the Tax Law of the State of New York, a Purchaser will be required to pay an Additional Tax for a Residential Unit where the consideration is $1,000,000 or more (the "Mansion Tax"). The following are the rates applicable to the Mansion Tax in New York City effective as of July 1, 2019:

Total Consideration	**Mansion Tax (as of July 1, 2019)**
Less than $1,000,000	Not subject to tax
$1,000,000 to $1,999,999.99	1%
$2,000,000 to $2,999,999.99	1.25%
$3,000,000 to $4,999,999.99	1.5%
$5,000,000 to $9,999,999.99	2.25%
$10,000,000 to $14,999,999.99	3.25%
$15,000,000 to $19,999,999.99	3.5%
$20,000,000 to $24,999,999.99	3.75
$25,000,000 or more	3.9%

Pursuant to the provisions of the statute, the obligation to pay the Mansion Tax is upon the Purchasers. The New York City Real Property Transfer Tax amount will be included in the consideration to determine the Mansion Tax. Therefore, the Purchase Price and City transfer taxes payable by Purchaser are added together to arrive at a total consideration for Mansion Tax purposes. As a result, a Residential Unit priced at $980,000 or more, where Purchaser pays the transfer taxes and legal fees of Sponsor, could subject Purchaser to liability for the Mansion Tax, as the aggregate price plus tax would exceed $1,000,000.

See Section XV of the Offering Plan as to how the above taxes are calculated. See Paragraph 6 of the Purchase Agreement set forth as Schedule D.

10. Sponsor has not been required to post a completion bond with the City of New York covering the Common Elements. In addition, no bond has been posted to secure Sponsor's obligations under the Offering Plan. Sponsor has the financial resources to fulfill its unsecured obligations under the Offering Plan. See Section XVI.

11. Purchasers should note that, pursuant to the terms of the Purchase Agreement, Purchaser represents that no broker brought about the sale of their Residential Unit. Purchaser shall indemnify and shall hold Sponsor harmless from and against any claim brought by any broker for brokerage commission based upon Purchaser's acts. In the event Purchaser is represented or has consulted with an outside broker, Purchaser shall be responsible for all costs, expenses and commissions

associated therewith and Sponsor shall not be responsible for any broker or co-broker commission. Each Purchaser's indemnification of the Sponsor for any claim brought by a broker for brokerage commission based upon Purchaser's acts shall survive the Closing and delivery of the deed or other termination of the Purchase Agreement. See Paragraph 28 of the Purchase Agreement in Part II of this Offering Plan.

12. Purchasers should note that pursuant to the terms of the Purchase Agreement, Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to the Purchase Agreement or the Offering Plan provided such waiver is not prohibited by any laws of the State of New York. Purchaser shall be liable for any and all court fees, including, without limitation, reasonable attorney fees, should Purchaser bring an action against Sponsor in any court of proper jurisdiction (including, without limitation, small claims court) and the Sponsor is deemed the prevailing party in such dispute or action. Upon execution of a Purchase Agreement, Purchaser agrees to waive the right to file a lis pendens if not filed within sixty (60) days of the cancellation of the Purchase Agreement. Any action or proceeding brought by either the Purchaser or the Sponsor against the other, directly or indirectly, arising out of the Purchase Agreement, shall be instituted in a court in Kings County, City and State of New York and all motions in any such action shall be made in Kings County, City and State of New York. See Paragraph 35 of the Purchase Agreement in Part II of this Offering Plan.

13. Although all funds received by Sponsor from Purchaser for upgrades, options, extras, special work or custom work ("Extras") not included in the base price of a Residential Unit will initially be placed in the Escrow Account as described in Section XI of the Offering Plan, such funds may be released from the Escrow Account as long as the Sponsor uses the funds for such Extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds paid to the Sponsor for Extras which (i) have been installed by Sponsor, (ii) not installed, but paid for by Sponsor or (iii) not installed, but which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive a refund of all funds paid to the Sponsor for such Extras. See Section XI of the Plan.

14. The First Annual Meeting of the Residential Unit Owners will be held within two (2) years of the Closing of Title to the first Residential Unit in the Condominium or thirty (30) days after the end of the Sponsor Control Period, whichever occurs first. At such time that all Residential Units in the Condominium have been sold and closed, and within thirty (30) days of the end of the Sponsor Control Period, the then Sponsor-controlled Board will call a meeting of the Residential Unit Owners to elect a new Board ("Turnover Meeting"). The Turnover Meeting, at which the Residential Unit Owners will elect the Board of Managers, will be within thirty (30) days after the expiration of the Sponsor Control Period, which may occur later than one (1) year after the date of the Closing of Title to the first Residential Unit in the Condominium. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers before the last Residential Unit is closed. See Section XVIII of the Plan.

15. No Residential Unit Owner shall make any addition, alteration, or improvement (of either a temporary or permanent nature) of a structural nature in or to the Residential Unit Owner's Residential Unit, or any Individual Residential Unit's Limited Common Element, without the prior written approval of the Board of Managers. Said provision requiring the written consent of the Board of Managers does not apply to the Sponsor. See Article Twenty-First of Schedule I and Article VIII of Schedule J.

16. The Purchase Agreement is not contingent upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. The Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the Purchase Price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to a Residential Unit as a result of Purchaser's inability to obtain a mortgage Sponsor will have the right to retain the Deposit as liquidated damages, including the cost of any Extras paid by Purchasers, which have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay. 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 Purchaser's Deposit if the Purchaser 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. Notwithstanding the above, in the event the Offering Plan is abandoned a Purchaser will be entitled to a return of Purchaser's Deposit including any monies paid for Extras. See Section XII of the Offering Plan.

17. Pursuant to existing regulation, the Sponsor may declare the Offering Plan effective by selling a minimum of fifteen (15%) percent of the Residential Units being offered for sale excluding Residential Units of an ancillary nature (15% x 4 Residential Units being offered for sale = 1 Residential Unit). Even if the Offering Plan is declared effective with a minimum number of sales. Purchasers should note that in the event all Purchase Agreements are either rescinded or terminated prior to the date of the closing of title to the first Residential Unit the Sponsor will be obligated to re-declare the Offering Plan effective prior to closing title to the first Residential Unit.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of the Residential Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the Residential Units in the building or group of buildings, which in some cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of ten percent (10%) or more. It may also be difficult for a Purchaser to resell a Residential

Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Even after Residential Units have closed, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to resell if prospective buyers are unable to obtain a loan due to such minimum sales requirements. See Section XII of the Offering Plan.

18. The Sponsor anticipates that Closing of the first Residential Unit will occur by January 1, 2027, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Residential Unit; or (ii) the projected date of Closing of Title to the first Residential Unit occurs later than December 31, 2027, twelve (12) months after the projected date of the first Closing. If the Offering Plan is amended to provide for a later projected date of the first Closing, Purchasers who enter into a Purchase Agreement subsequent to the acceptance date of the Amendment will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. Purchasers must advise the Sponsor no later than the date provided in an Amendment to the Offering Plan disclosing the later date but not less than fifteen (15) days from the date of the notice. However, if the first Residential Unit Closing occurs before January 1, 2028, the Sponsor may schedule the Closings of Title to other Residential Units significantly later than such date.

Each Purchaser's Purchase Agreement will contain an outside delivery date, as provided in the following paragraph. In the event Sponsor is unable to close title to a Residential Unit within said time frame a Purchaser will be entitled to the applicable provisions therein to rescind Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to a Residential Unit will occur by any date certain. Purchasers should note that the Offering Plan will be amended to disclose any change in Schedule B at the time of the effectiveness of the Offering Plan and prior to the closing of title to the first Residential Unit. See Schedule B, the proposed first year budget and the footnotes immediately following thereto contained in Section VI of the Offering Plan.

With respect to the outside delivery date for each Residential Unit, Paragraph 5 of the Purchase Agreement provides that, in the event Sponsor is unable to convey title to a Purchaser's Residential Unit twelve (12) months after the proposed date of delivery set forth in the Purchase Agreement, a Purchaser shall have the option to cancel the Purchase Agreement and have the Deposit advanced by Purchaser returned to Purchaser. Purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option no later than fifteen (15) days after the twelve (12) month period of the proposed date of delivery set forth in the Purchase Agreement. Purchaser's failure to so notify Sponsor of Purchaser's intent to cancel Purchaser's Purchase Agreement due to Sponsor being unable to convey title to the Purchaser's Residential Unit within the twelve (12) month period shall be deemed a waiver of said provision, and Purchaser shall

continue to be bound by the terms of the Purchase Agreement. Sponsor's obligations with respect to the above dates are subject to Force Majeure. "Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor. In the event of a delay due to Force Majeure, the above time frames shall be tolled for the length of the period during which such performance was excused, and such tolling shall not entitle Purchaser to any credit, offset, or reduction in Purchase Price or to be relieved of any other obligation under the Purchase Agreement. However, none of Purchaser's rights under the applicable regulations promulgated by the Attorney General, Article 23-A of the General Business Law or under the Plan shall be abridged by virtue of Force Majeure, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency, or by executive order. Purchasers are specifically advised that the timing of the Closing of title to the Residential Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. **The Attorney General recommends that Purchasers consult with their attorney as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.**

In addition, each Purchase Agreement provides that, in the event the Sponsor makes a material amendment to the Offering Plan after the date of the applicable Purchase Agreement, including, but not limited to, a delay in closing of title to the first Residential Unit beyond twelve (12) months of the projected date therefor in the Offering Plan, the Purchaser may rescind and cancel the Purchase Agreement by forwarding written notice to Sponsor no later than fifteen (15) days after presentation of Sponsor's written notification that Purchaser has the right to rescind and cancel the Purchase Agreement at such time. See Section XI and Paragraph 5 of the Purchase Agreement in Part II of the Offering Plan.

PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT. See Section XI.

19. Sponsor is the contract vendee of the property pursuant to residential contract of sale made as of February 24, 2026. The Sponsor will acquire fee title to the entire property prior to the first Closing of a Residential Unit. Sponsor has not received a commitment for financing at this time and intends to use its own funds to acquire the Property and any perform minor cosmetic work, such as re-painting and/or re-tiling. In the event Sponsor obtains an acquisition or construction loan in the future, Sponsor will amend the Offering Plan to disclose such loan. In addition, if Sponsor obtains an

acquisition or construction loan, the Sponsor will be obligated to pay off and otherwise comply with the terms of any mortgage on the entire Condominium. After the recording of the Declaration and before the Closing of Title to the first Residential Unit, the lender of any mortgage that encumbers the Property at the time of conveyance of the first Residential Unit will either: (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium Residential Units; (ii) subordinate the lien of its mortgage to the Declaration of Condominium; or (iii) release its lien on the condominium Residential Unit being conveyed and its interest in the Common Elements. See Section I and Section XVI of the Plan.

20. All Deposits received from Purchaser will initially be deposited into an escrow account of the law firm of Skolnick & Ben-Ezra, PLLC, 142 Joralemon Street, Suite 5C, Brooklyn, New York 11201 (the "Escrow Agent"), at Dime Community Bank, 898 Veterans Memorial Highway, Suite 560, Hauppauge, New York 11788, as described in Section XI of the Offering Plan. The escrow account is an IOLA account consistent with Section 487 of the Judiciary Law of the State of New York. The maximum deposit insurance amount will be $250,000. If an individual makes a deposit in excess of said amount for the purchase of a Residential Unit, it is a Special Risk of this offer that such Deposit will not be federally insured in excess of said amount. Purchasers should further note that in the event a Purchaser has an account at Dime Community Bank, the funds in Purchaser's account are factored into the maximum insured amount of $250,000. See Section XI of the Offering Plan.

21. The projections for the first year of operation of the Condominium contained in the budget are only estimates. Actual expenses may vary from the amounts shown. Purchasers should further note that premiums for insurance have been extremely volatile in recent years. Sponsor cannot predict whether or not the insurance rates will increase or stabilize at the commencement of the first year of operation of the Condominium. Sponsor makes no representation that the premium costs for the insurance reflected in the proposed first year budget will be applicable at the time of the first Closing of a Residential Unit in the Condominium. In addition, Purchasers should note that the amount budgeted in Schedule B for insurance does not include the cost of insurance for fire and casualty losses to the contents of each Residential Unit, for which no coverage is provided, nor does the insurance coverage budgeted in Schedule B take into account any future replacements or additions to the Residential Units or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Residential Unit Owner is included in the coverage provided above for occurrences not within the Common Elements. Prospective Purchasers must obtain insurance against liability and fire and casualty losses with respect to the contents of each Residential Unit and Common Elements which are the responsibility of individual Residential Unit Owners. Specifically, but without limitation, each Residential Unit Owner is required to carry insurance covering their contents, fixtures, personal property and improvements and betterments (collectively "Contents") and liability insurance covering their Residential Unit and extended to include the Board of Managers, the Condominium, any Managing Agent and other Homeowners as additional insured's. Such insurance is subject to the approval of the Board of Managers in advance of the purchase of a Residential Unit, in the Board of Manager's

sole discretion. The policy shall be extended to include any additional insured including but not limited to the Sponsor, other Residential Unit Owners and any Mortgagees. All such insurance must be provided by a carrier that is recognized as a licensed admitted carrier in the State of New York with a rating equal to a Best Rating Guide of AV or better. The Board of Managers reserves the right to alter or increase the coverage required hereunder at any time and from time to time. In addition to the foregoing, Residential Unit Owners are instructed to carry coverage for loss of rents, water damage, sewer and drain back up and such other coverage for their contents as they may determine to be in their best interests. The Board of Managers shall have the right to require that a Residential Unit Owner provide evidence to the Board of Managers of the insurance required herein as requested by the Board of Managers. See Schedule B, the proposed first year budget and the footnotes immediately following thereto, and Section XVIII of the Offering Plan.

22. It shall be the responsibility of each Purchaser to pay the following additional Closing Costs, if applicable: (a) an initial non-reimbursable capital contribution equal to two (2) months' Common Charges for the Residential Unit, payable to the Condominium; (b) reimbursement to the Sponsor based on each Residential Unit's percentage of Common Interest for Sponsor's advancement for the cost of the Condominium's insurance for the first year of operation; and (c) $3,000 to Sponsor's attorney, Skolnick & Ben-Ezra, PLLC, for the preparation of the Closing documents. Purchaser shall also pay, or reimburse to Sponsor, if Sponsor has already made payment, the following charges, if applicable: (a) inspections, (b) appraisals, (c) surveying services, (d) water and sewer tap and connection fees, water meter deposit, water vault, water meter reading equipment and water and sewer test fees and (e) advance sewer use payments, if any. See Section XV of the Offering Plan.

23. Purchasers should note that the Power of Attorney attached to the Purchase Contract must be executed by Purchaser at the Closing of Title. Failure to execute the Power of Attorney will result in a default under the Purchase Contract. Pursuant to the terms of the Power of Attorney, each Residential Unit Owner shall, upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take necessary actions, as described in the Power of Attorney form annexed as Schedule E. See Section XII of Part I of the Offering Plan and Schedule E.

24. If through no fault of Sponsor, Purchaser fails for any reason to Close Title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing, all of the apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be). In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%) of the Purchase Price for the Residential Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal

of Sponsor's carrying costs and other charges. See Section XV of the Offering Plan and Schedule A.

25. Purchasers should be aware that pipes and wires are typically situated behind walls and/or in ceiling cavities in residential constructions to minimize their unsightliness, and water and electric wires run throughout the walls and/or in the ceiling cavities of the Building. Water and electric wires will be situated in accordance with all applicable laws and will be constructed using appropriate materials and/or encased in a protective housing to prevent or minimize damage that may be caused by nails and screws. Notwithstanding the foregoing, Purchasers should be careful when placing any items on the walls or ceilings and when drilling into the walls or ceilings of their Residential Unit. Consistent with Special Risk No. 54 of this Offering Plan, any maintenance or repairs necessitated by the negligence or misuse of a Residential Unit Owner or the Owner's occupant, tenant or guest, or any other person residing in, visiting, doing work or having done work on behalf of Residential Unit Owner, including, without limitation, damage caused by nailing or drilling into walls or ceilings, shall be assessed to and paid by the applicable Residential Unit Owner. In the event that any damage occurs for which a particular Residential Unit Owner is individually responsible and such to one (or more) other Owner's Residential Unit and/or any other such Unit's Limited Common Elements, then the Residential Unit Owner who is individually responsible for the damage shall also be responsible for the costs and expenses associated with repairing the damage caused thereby to any other Owner's Residential Unit and/or any other such Unit's Limited Common Elements. In the event that any damage occurs for which a particular Residential Unit Owner is individually responsible and such damage to the General Common Elements, unless such damage was caused by the negligence or misuse of the applicable Residential Unit Owner or the Owner's occupant, tenant or guest, or any other person residing in, visiting, doing work or having done work on behalf of Residential Unit Owner, then the costs and expenses associated with repairing damage to the General Common Elements shall be a Common Expense. See Special Risk No. 54 and Section XIX of the Offering Plan.

26. Purchasers of a Residential Unit should refer to the floor plans in Schedule G-2 of Part II of the Offering Plan for details of each type of Residential Unit. The approximate (within reasonable tolerances) physical dimensions of each Residential Unit consist of the area measured horizontally from the exterior face of the exterior walls to the centerline of walls separating one Residential Unit from corridors, stairs, and other mechanical spaces or any common elements (as herein defined). Each Residential Unit will consist of the area measured vertically from the top of the structural slab to the underside (of any fire protection) of the structural members above. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Residential Unit is significantly less than the area listed in Schedule A. See Section I of the Offering Plan.

27. Purchasers should note that the rear yard and balconies of the Condominium may not be enclosed and may not be used for storage. The rear yard and balconies may not be used for any type of occupancy, including as a bedroom or living room. The cellar of the Building, a portion of which is included in Residential Unit #1 and

a portion of which comprises General Common Elements, is non-habitable, for accessory use only, and may not be rented independently. The cellar has less light and air than ordinary living space and is more susceptible to dampness. The cellar may not be used for eating or sleeping. To do so may result in a violation against the Building being issued by the Building Department. See Section XIX of the Offering Plan and Schedule G in Part II of the Plan.

28. All Residential Unit Owners are required to keep their thermostats at a minimum of sixty (60) degrees Fahrenheit to prevent freezing of pipes. In the event the Residential Unit Owner fails to adhere to this requirement the Residential Unit Owner shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Residential Unit. See the By-Laws contained in Part II of the Offering Plan as Schedule J.

29. Sponsor must either return a fully executed Purchase Agreement within thirty (30) days to the Purchaser or reject the Purchase Agreement and refund the Deposit monies. In the event the Sponsor does not act within said thirty (30) day period the Purchase Agreement will be deemed rejected by the Sponsor. See Section XI of the Offering Plan.

30. Purchasers should be aware that, if a Purchaser fails to appear and Close Title in accordance with the Purchase Agreement on the date and at the time and place stated in Sponsor's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor shall send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Time is of the Essence for Purchaser to cure such default within such thirty (30) day period, and the thirtieth (30th) day of such period will constitute the last date to comply with the terms of the Purchase Agreement. As used herein, the phrase "time is of the essence" means that a Purchaser's failure to strictly comply with Purchaser's obligations within the applicable time period will constitute a material breach of the Purchase Agreement, entitling the Sponsor to declare the Purchaser in default of the Purchase Agreement, deem the Purchase Agreement terminated and of no further force or effect, and retain Purchaser's Deposit and other amounts paid in connection with the Purchase Agreement as liquidated damages. In the event of such uncured default, the Sponsor, in its sole discretion may thereupon terminate the Purchase Agreement. If Sponsor so elects to terminate the Purchase Agreement Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any Extras, if any, in the Residential Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Offering Plan. In addition, each Purchase Agreement will contain the following provision: "If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date, Purchaser may cancel this Purchase Agreement by forwarding written notice of cancellation ("Notice of Cancellation") to Seller no later than fifteen (15) days after expiration of such twelve (12) month period. Failure to timely and properly notify Seller shall be deemed a waiver of this provision, and Purchaser shall

continue to be bound by the terms of this Purchase Agreement. Upon receipt of the Notice of Cancellation, Escrow Agent shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XI of the Plan and Paragraph 29 of this Purchase Agreement, all Deposits, other than Extras which have been (i) installed by Seller, (ii) not installed but paid for by Seller or (iii) not installed but which have been ordered by Seller and for which Seller is obligated to pay, unless the Plan has been abandoned. In the event the Plan is abandoned Purchaser shall be entitled to receive a refund of all funds paid to Seller for such Extras. Thereafter, neither party shall have any further liability or obligation to the other in connection with this Purchase Agreement. Seller's obligations with respect to the above dates are subject to Force Majeure. "Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of the Seller. In the event of a delay due to Force Majeure, the above time frames shall be tolled for the length of the period during which such performance was excused, and such tolling shall not entitle Purchaser to any credit, offset, or reduction in Purchase Price or to be relieved of any other obligation under the Purchase Agreement. However, none of Purchaser's rights under the applicable regulations promulgated by the Attorney General, Article 23-A of the General Business Law or under the Plan shall be abridged by virtue of Force Majeure, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency, or by executive order." See Paragraphs 5, 22 and 29 of the Purchase Agreement contained in Part II of the Plan.

31. During the Sponsor Control Period, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Common Charges, as set forth in the Condominium's budget from Residential Unit Owners. During said period, Sponsor in its sole and absolute discretion; provided, however, that Sponsor shall have the right to either (a) be solely responsible for the payment of all actual expenses to operate the Condominium (the "Waiver Period"), or (b) cause the Condominium Board to assess Residential Unit Owners their proportionate share of all actual operating expenses of the Condominium based on their respective Common Interests or as otherwise set forth in the budget, including, but not limited to, insurance premiums and any Reserve Fund payments included in the budget (the "Reduced Service Period"). In connection with the Waiver Period or Reduced Service Period, (i) Sponsor will disclose the implementation of such Waiver Period or Reduced Service Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor or the Managing Agent will notify Purchasers and Residential Unit Owners of the expiration of the Waiver Period or Reduced Service Period at least 30 days prior to the expiration thereof, and (iii) Sponsor will disclose the expiration of the Waiver Period or Reduced Service Period in the next substantive amendment to the Plan. During any Waiver Period, Sponsor and/or Residential Unit Owners will timely pay all actual expenses of the Condominium, including but not limited to insurance premiums and any Reserve Fund payments included in the budget. At such time as the Condominium Board

commences the collection of Common Charges in accordance with the total proposed budget contained in Schedule B (the "Total Budget"), there will not be an assessment for any expense line item set forth in the budget, or maintenance fee that would have been due prior to the expiration of the Waiver Period or Reduced Service Period. Sponsor is not obligated to collect Common Charges based on a Waiver Period or Reduced Service Period and can commence collection of the Common Charges based upon the total Common Expenses reflected in the Total Budget provided in Schedule B of the Offering Plan. Purchasers should further note that during the Sponsor Control Period the Sponsor-controlled Board of Managers will be required to update the budget and provide certified (audited) financial statements for the Condominium on an annual basis. The cost of the certified (audited) financial statement shall be a Common Expense of the Condominium. See Sections I and XVII of the Offering Plan.

32. Purchasers should note that the Residential Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provision of the Declaration of Condominium or of the By-Laws. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Residential Unit Owners). It is understood and permissible for the original Board of Managers, who may be affiliated with or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Residential Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as the Purchaser's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Residential Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by a Member on behalf of the Condominium, shall provide that the Members of the Board of Managers, or the managing agent, or the Member, as the case may be, are acting only as agent for the Residential Unit Owners and shall have no personal liability thereunder (except as Residential Unit Owners). The Condominium Board Members have fiduciary duties, and the Sponsor controlled Board will not make deals that breach the fiduciary duties. See Section XVIII of the Offering Plan and Article III, Section 14 of the By-Laws of the Condominium.

33. The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify an immaterial increase or decrease in the aggregate

Percentage of Common Interest appurtenant to Residential Units. In such event, the Percentage of Common Interest appurtenant to each individual Residential Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect an immaterial (i.e., 1% or less) change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. Notwithstanding, unless an affected Purchaser consents, no material change will be made in the Percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential Unit and the Purchaser is not in default. Section XIX of the Offering Plan.

34. Purchasers should note the existence of a rebuttable presumption that a change of five (5%) percent or less of a Unit's square footage may be deemed immaterial; however, there is no such presumption regarding a change in Common Interest. See Section XIX of the Offering Plan.

35. It is a Special Risk of this Offering that Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit that would require Building Department approval, or that would otherwise affect the Building's certification as a legal multi-family dwelling, during the Sponsor Control Period (i.e., until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, Sponsor Affiliates, successors, assignees and/or designees). Residential Unit Owners will be permitted to make standard improvements to their Residential Units during the Sponsor Control Period, such as painting, installation of flooring, cabinetry, fixtures, etc., as long as the improvements do not affect the Building's occupancy certification and provided that each Residential Unit Owner obtains any necessary permits from the City of New York and any other required municipal agencies for such changes, all at the Residential Unit Owner's sole expense. In the event a Residential Unit Owner makes any changes, additions or alterations prior to expiration of the Sponsor Control Period, and such changes adversely affect the Building's certification as a legal multi-family dwelling, the Residential Unit Owner must reimburse Sponsor and/or the Condominium, as applicable, within fifteen (15) days following a demand therefor, for any costs incurred by Sponsor and/or the Condominium arising from or in connection with the Residential Unit Owner's changes. Sponsor and/or the Condominium, as applicable, shall provide documentation substantiating the assertion that the Residential Unit Owner's changes adversely affected the Building's certification status. See Section XVI of the Offering Plan.

36. Purchasers should note that the actual assessed value of the Residential Units, which will be determined by the City of New York, may be higher than what is currently estimated and therefore may result in greater total estimated taxes on said Residential Units in the Condominium. See Section XXII of the Offering Plan and the Opinion of Counsel contained in Section XXIV of the Offering Plan.

37. Common Charges are generally levied in proportion to each Residential Unit's Percentage of Common Interest in the Common Elements, which Percentages of Common Interest are allocated, pursuant to Section 339-i(1)(iv) of the Condominium Act,

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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit, as described in Special Risk No. 33. However, as provided for in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on intensive, special or exclusive use or availability or exclusive control of particular Residential Units or Common Elements by particular Residential Unit Owners. See Section XIX in Part I of the Offering Plan.

38. Purchasers should note that, pursuant to the projected first year budget, the Condominium will not have any employees. Individual Residential Unit Owners will be responsible for the following janitorial services: taking out household refuse for removal by the New York City Department of Sanitation and sweeping, vacuuming, mopping and/or dusting the Common Elements immediately in front of their Residential Unit. The Board of Managers shall be responsible for all other routine maintenance, including removal of any common refuse, sweeping, vacuuming, mopping and/or dusting of Common Elements that are not the responsibility of individual Residential Unit Owners, replacement of non-functioning common light bulbs and inspection and maintenance common fire alarms. Such services will be contracted for and performed by independent contractors who are not employees of the Condominium on an as-needed basis. Such services will be contracted for and performed by independent contractors who are not employees of the Condominium on an as-needed basis. The level of staffing complies with all applicable housing or labor laws for this Condominium, given the Condominium contains a total of four (4) Residential Units and on-site or proximately located janitorial/superintendent services are required for New York City buildings containing nine (9) or more units. The projected budget at Schedule B also contains a contingency line item for repairs and maintenance that may be required on an as-needed basis. After the first year of Condominium operation, general repairs and/or maintenance will likely be required, and Residential Unit Owners should expect this budgetary line item to increase in the future as a Common Expense of the Condominium, and Common Charges may increase as a result thereof. See Section XVI of the Offering Plan and Schedule B.

39. The Smoke-Free Air Act of New York City prohibits Smoking and using E-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages, and laundry rooms in any building with three or more Residential Units. NYC Admin. Code, § 17-505. Effective as of August 28, 2018, Local Law 147 of the City of New York became effective. Local Law 147 amends the Administrative Code of the City of New York to require that all class A multiple dwellings (i.e., buildings with 3 or more residential dwelling Residential Units) adopt a written smoking policy (the "Smoking Policy"). In accordance with Article VIII, Section 2 of the By-Laws, and Local Law 147 the following is the smoking policy that will apply to this Condominium:

(a) Definitions:

(i) Smoking: Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designated for people to use to inhale smoke.

(ii) Electronic Cigarette (E-cigarette): A battery-operated device that heats a liquid, gel, herb, or other substance and produces a vapor for people to inhale.

(b) Policy:

(i) All types of Smoking and use of Electronic Cigarettes as defined above are prohibited from all general common areas of the Condominium, including but not limited to any lobby, hallway, stairwell, mailroom, fitness room or other recreational facility, meeting room, laundry room, storage area, mechanical room, equipment room, cellar, basement, elevator, garage, rooftop, play areas, parking areas, shared balconies, shared courtyards, shared patios, shared porches, shared yards and/or any outdoor common area within 15 feet of entrances, exits, windows, and air intake Residential Units on property grounds.

(ii) All types of Smoking and Electronic Cigarette use are prohibited from any balcony and/or terrace or any space designated as an Individual Residential Unit's Limited Common Element appurtenant to the Residential Unit.

(iii) All legal Smoking and Electronic Cigarette use is permitted within the interior area of a Residential Unit.

(iv) The Smoking Policy shall be applicable to all Residential Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Condominium.

(v) Any Residential Unit Owner who leases their Residential Unit shall incorporate the provisions of the Smoking Policy into the lease with the Residential Unit Owner's tenant.

(c) Complaints:

Complaints about smoke drifting into a Residential Unit or common area should be made promptly to the Managing Agent. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

The Smoking Policy shall be applicable to all Residential Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium. Pursuant to the requirements of Article VIII, Section 2 of the By-Laws and Local Law 147 all tenants in the Building are required to receive a copy of the Building's Smoking Policy and the Smoking Policy must be incorporated into all leases or interim leases. The provisions of Local Law 147 of the City of New York shall take precedent in the event of any conflict with the Smoking Policy contained herein. The Smoking Policy is contained in Article VIII (the "Rules and Regulations"), Section 2 of the By-Laws. Purchasers should also refer to Section XIX of the Offering Plan and Paragraph 38 of the Purchase Agreement.

40. No representation is made that the Reserve Fund line item will be adequate for future expenses including repairs or replacements of Common Elements during the first five (5) years of the Condominium. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Residential Unit Owners, collect a Special Assessment from each Residential Unit Owner or borrow money for such repairs or replacements. See Section XXIII of the Offering Plan.

41. The Building was initially constructed in or about 1900. Purchasers should be aware that buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to this Plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Residential Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for, lead paint. See Section I of the Plan and Schedule D-6.

42. The Sponsor has not entered into any management agreement to provide for management of the Condominium for the first year of operation and there is no fee for a managing agent in the proposed budget for the first year of operation of the Condominium. While Sponsor is in control of the Board of Managers, Sponsor shall manage the Condominium. No representation is made as to the ultimate cost, terms, or availability of a managing agent. Notwithstanding said fact, a Condominium of this size may ultimately determine there is a need to hire a managing agent. The current cost of a managing agent to manage a Condominium of this size may vary from approximately $1,000 per annum per Residential Unit to approximately $2,000 per annum per Residential Unit. The Sponsor will not charge a fee for managing the Condominium for the first year of operation. However, in the event that Sponsor is still in control of the Condominium after the first year of operation, Sponsor reserves the right to charge a fee of not more than $8,000 per year in total for its services in managing the Condominium. This additional charge shall increase the Common Charges for Unit Owners.

The Board of Managers of the Condominium, which the Sponsor will initially control, will be responsible for the management of the Condominium during the first year of operation. The duties of a managing agent usually include, without limitation, the

following: bill and collect the annual Common Charges, hire and fire employees, supervise alterations and repairs, maintain the Condominium's books and records, advise the Board of Managers of its proposed annual budget, provide each Residential Unit Owner annually with a financial statement prepared and certified by an independent public accountant while Sponsor retains a majority of the Board of Managers, and purchase supplies for the Condominium. In performing its duties, the Board of Managers or a managing agent employed by the Board may engage contractors to carry out the maintenance and repair of the Common Elements. No representation is made as to the costs, terms, or availability of a managing agent in the event the Board decides to hire one in the future, however, Common Charges will increase in the event a managing agent is hired in the second or any subsequent year of operation of the Condominium. See Section XXV of the Offering Plan.

43. At each Closing, the Sponsor will collect the equivalent of two (2) months' Common Charges from each Purchaser to be paid to the Condominium as initial Working Capital. Purchasers should be aware that, while Sponsor is in control of the Board of Managers of the Condominium, monies in the Working Capital Fund may be used to reduce the Common Charges. The Working Capital Fund may also be utilized to reimburse Sponsor for prepaid expenses of the Condominium. Specifically, but without limitation, the Sponsor may use the Working Capital Fund to pay expenses accrued during any Waiver Period and/or Reduced Service Period, as described in Special Risk No. 31 and Sections I and XVI of this Offering Plan. The only budgetary items that might require a substantial credit to the Sponsor would be the insurance disclosed in the first year budget contained in Schedule B and/or the cost of vendors or contractors to perform services contemplated in the first year budget. At such time as the Sponsor relinquishes control of the Board of Managers, any remaining balance of the Working Capital Fund will be turned over to the Board of Managers. See Section XXIV of the Offering Plan. See Section XXIV of the Offering Plan.

44. Purchasers should note that pursuant to the Federal Tax Cuts and Jobs Act of 2017 (the "Tax Act"), which went into effect on January 1, 2018, the maximum mortgage amount on which an individual may deduct interest towards their federal income taxes is limited to $750,000. This limit remains unchanged under subsequent federal legislation enacted in 2025, which supplements, but does not modify, the mortgage deduction provisions of the Tax Act. In addition, the 2025 federal legislation increased the maximum amount an individual may deduct for the combined total of real estate taxes and state income taxes (commonly referred to as the "SALT deduction") from $10,000 to $40,000, adjusted annually for inflation, effective for tax years commencing after December 31, 2024 through December 31, 2029. Absent further legislative action, the SALT deduction limit is scheduled to revert to the $10,000 cap in tax year 2030. Further, Purchasers should note that the same 2025 legislation reinstated the deductibility of mortgage insurance premiums ("PMI"), including, without limitation, premiums paid in connection with FHA loans, VA loans, and USDA loans, subject to applicable income limitations. Purchasers are advised to seek the advice of their own tax consultant to ascertain the income tax ramifications applicable to the Purchaser, including the potential effects of any future changes, expirations or reversions in the tax law. See Section XXI of the Plan.

45. Any failure by Sponsor to insist upon strict performance by Purchaser of any of Purchaser's obligations under the Purchase Agreement shall not be deemed a waiver of such obligations, and Sponsor may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under the Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past. As used in this Offering Plan and the Purchase Agreement, the term "strict performance" means literal, precise and complete performance of the applicable party's contractual obligations, with no deviation from the contract terms. For the avoidance of doubt, substantial performance by Purchaser of Purchaser's obligations is inadequate, and Sponsor is entitled to insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser at any time. See Purchase Agreement set forth as Schedule D.

46. Purchaser and Sponsor waive trial by jury in any action, proceeding or counterclaim arising out of the Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of the Purchase Agreement, shall be instituted in a court in the County of Kings, State of New York, and all motions in any such action shall be made in the County of Kings, State of New York. Purchaser agrees to waive the right to file a lis pendens if not filed within sixty (60) days of the cancellation of the Purchase Agreement. See Paragraph 35 of the Purchase Agreement and Section XI of the Offering Plan.

47. Purchasers should note that any dispute as to the allocation of the Common Charges to Residential Unit Owners would require arbitration pursuant to the terms of the Offering Plan and Article XII of the By-Laws. See Section XIX of the Offering Plan regarding Rights and Obligations of Residential Unit Owners and Board of Managers. Purchasers should be aware that any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents must be submitted for resolution by a single arbitrator in a proceeding held in the local jurisdiction of the Condominium in accordance with the then-existing rules of the American Arbitration Association or any successor organization thereto. The arbitrator will be an independent third party who is not related to any of the parties to the dispute. In the event that the American Arbitration Association is not then in existence and has no successor organization, any such arbitration will be held in New York City before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York. The decision in any arbitration will be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute is substantially upheld by the arbitrator, such fees, costs, and expenses will be borne equally by the disputants. Each disputant will also bear the fees and expenses of his counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board of Managers in connection with any such arbitration, including, without limitation, the fees and expenses of counsel and expert witnesses will constitute Common Expenses. See Article XII of the By-Laws.

48. The Board of Managers shall have the right to require that a Residential Unit Owner utilize a contractor or sub-contractor of the Board of Manager's choosing for any repairs, maintenance and/or replacement of an Individual Residential Unit's Limited Common Element that is a Residential Unit Owner's obligation at the Residential Unit Owner's sole cost and expense. See Section I of the Offering Plan.

49. The projected real estate taxes for the first year of operation contained in Schedule A are partly based on an assessment of the Building before it is assessed as a condominium building. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed as a condominium. See footnote number 5 to Schedule A for more information regarding the projected assessed valuation after the Condominium is formed. In addition, the actual assessed value of the Residential Units will be determined by the City of New York and may be higher than what is currently estimated, which therefore may result in greater total estimated taxes on said Residential Units of the Condominium. See Section XX of the Offering Plan and the Opinion of Counsel contained in Section XXII of the Offering Plan.

50. Purchasers should note that the Board of Managers will have an easement in and through Residential Unit #1 and its Limited Common Elements for access to adjacent installations, including, but not limited to, installations in the rear yard, rear yard areaway and raised garden, and the water, electrical and/or mechanical room(s) located on the cellar level, as well as an easement in and through Residential Unit #2 and any Limited Common Elements for access to adjacent installations, as well as an easement in and through Residential Unit #3 and its Limited Common Elements for access to adjacent installations, including, but not limited to, those located on Residential Unit #3's balcony, as well as an easement in and through Residential Unit #4 and its Limited Common Elements for access to adjacent installations, including, but not limited to, those located on Residential Unit #4's balcony, all of which easements will be for maintenance or repair and/or for any other reason the Board of Managers may need access to same. The Board of Managers will provide the applicable Residential Unit Owner(s) with a minimum of three (3) days' notice in the event access is necessary, unless access is required for an emergency or to protect the health and safety of the residents. In such an event, no notice is required. The Owner(s) of Residential Units #2, #3 and #4 will each have an easement in and through such portion(s) of Residential Unit #1 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s). The Owner(s) of Residential Units #1, #3 and #4 will each have an easement in and through such portion(s) of Residential Unit #2 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s). The Owner(s) of Residential Units #1, #2 and #4 will each have an easement in and through such portion(s) of Residential Unit #3 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s). The Owner(s) of Residential Units #1, #2 and #3 will each have an easement in and through such portion(s) of Residential Unit #4 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating

maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s). Any Residential Unit Owner seeking access to or through another Residential Unit Owner's Unit and/or appurtenant Limited Common Elements will provide the Residential Unit Owner with a minimum of three (3) days' notice thereof, unless access is required for an emergency or to protect the health and safety of the residents. In such an event, no notice is required. In addition, every Residential Unit Owner will have an easement in common with the owners of other Residential Units to maintain and use all mechanical equipment, pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Residential Units and/or any Individual Residential Unit's Limited Common Element servicing such Residential Unit Owner's Residential Unit. See Section XIX.

51. The Board of Managers will have a Right of First Refusal on the sale or lease of a Residential Unit as provided in Section XIX of the Offering Plan.

52. Each Residential Unit includes, without limitation, one (1) refrigerator, one (1) dishwasher, one (1) oven, one (1) exhaust, one (1) microwave, one (1) kitchen sink, one (1) washer, one (1) dryer, and one (1) hot water heater located in the Residential Unit or its appurtenant Limited Common Elements. The appliances are in used condition. See Description of Property Report contained in Schedule G.

53. Gas service is provided to the Building for applicable facilities, including ovens, clothes dryers and hot water heaters in the Condominium. Each Residential Unit is individually metered for gas usage and the costs thereof will be an individual expense of each Residential Unit Owner. In addition, each Residential Unit Owner will be responsible for gas costs associated with space heating of any General Common Elements located on the same floor of the Building in which the Residential Unit Owner's Unit is located. As such, no common gas costs are anticipated.

Electrical service is also provided to the Building for applicable facilities, including lighting and air conditioning. Each Residential Unit is individually metered for electric usage and the costs thereof will be an individual expense of each Residential Unit Owner. Common electric facilities are separately metered and the cost of electricity consumed by or for the General Common Elements will be a Common Expense paid by all Residential Unit Owners as part of their Common Charges.

The Building has one (1) common water meter, and all water and sewer costs will be a Common Expense of all Residential Unit Owners. See Section IV of the Plan.

54. Every Residential Unit Owner must promptly perform all maintenance and repair work to such Owner's Residential Unit and any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use which is their sole responsibility, and each Residential Unit Owner is expressly responsible for the damages and liabilities that the failure to do so may engender. Purchasers should note in particular that each Residential Unit Owner will be solely responsible for maintenance and repair of the drains and water apparatuses located in that Owner's Residential Unit and any Individual Residential Unit's Limited Common Elements. The Board of Managers shall

perform all maintenance and repair work to drains and water apparatuses located in the General Common Elements and the cost thereof shall be a Common Expense, unless such maintenance or repairs were necessitated by the negligence or misuse of a Residential Unit Owner or the Owner's occupant, tenant or guest, or any other person residing in, visiting, doing work or having done work on behalf of Residential Unit Owner, whereupon all costs and expenses of the maintenance and/or repairs shall be assessed to and paid by the applicable Residential Unit Owner. In the event that a water leak occurs for which a particular Residential Unit Owner is individually responsible and such leak causes damage to one (or more) other Owner's Residential Unit and/or any other such Unit's Limited Common Elements, then the Residential Unit Owner who is individually responsible for the leak shall also be responsible for the costs and expenses associated with repairing the damage caused thereby to any other Owner's Residential Unit and/or any other such Unit's Limited Common Elements. In the event that a water leak occurs for which a particular Residential Unit Owner is individually responsible and such leak causes damage to the General Common Elements, unless such leak was caused by the negligence or misuse of the applicable Residential Unit Owner or the Owner's occupant, tenant or guest, or any other person residing in, visiting, doing work or having done work on behalf of Residential Unit Owner, then the costs and expenses associated with repairing damage to the General Common Elements shall be a Common Expense. Subject to the right of the Board of Managers to designate or approve any and all contractor(s) performing work at the Condominium in its sole discretion, each Residential Unit Owner shall have the right to designate or approve the contractor performing work on or to that Owner's Residential Unit and/or appurtenant Limited Common Elements.

55. Purchasers should note that, as of March 1, 2026, the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury discontinued its prior use of Geographic Targeting Orders and instead instituted a generally-applicable Residential Real Estate Rule ("RRER"), requiring that a designated real estate professional must submit a report to FinCEN upon the occurrence of a non-financed transfer of residential real estate to an entity or a trust for all reportable transfers occurring on or after March 1, 2026, unless an exception applies under the provisions of the RRER. However, by way of a certain Memorandum Opinion and Order dated March 19, 2026 (the "Order"), at Case No. 6:25-CV-127, Doc. No. 34, the United States District Court for the Eastern District of Texas vacated the RRER.

FinCEN's current guidance with respect to the RRER is as follows: "In light of a federal court decision, reporting persons are not currently required to file real estate reports with FinCEN and are not subject to liability if they fail to do so while the [O]rder remains in full force." The Sponsor will amend the Offering Plan to disclose any material developments in FinCEN reporting requirements under the RRER or a comparable reporting requirement, if applicable.

Questions regarding any applicable FinCEN reporting requirements should be directed to the FinCEN Resource Center at FRC@FinCEN.gov. See Section XIV of the Offering Plan.

56. The Sponsor will not enter into interim leases with Purchasers for Residential Units prior to Closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the Deposit (and any interest earner thereon, if applicable) plus the costs incurred by Sponsor for any Extras paid for by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras.

57. Purchasers are advised that there are a total of four (4) lot line windows in the Building, located along the west lot line wall as follows: two (2) lot line windows lie within Unit #3 on the third floor, measuring 2'-8" x 3'-8" each, located in the kitchen and bathroom; and two (2) lot line windows lie within Unit # 4 on the fourth floor, measuring 2'-8" x 3'-8" each, located in the kitchen and bathroom. There is no bond or guarantee for the lot line windows. The lot line windows do not provide legal light and air required for residential occupancy. The lot line windows provide supplementary light and air only. In the event the lot line windows require closing, the lot line windows would need to be infilled with fire-rated construction. In the event the lot line windows require closing, all expenses associated with any replacement or modification of a lot line window will be the Condominium's responsibility and the cost thereof a Common Expense. The Condominium's Board shall approve all lot line window work and shall have the right to designate or approve the contractor doing the work. Sponsor estimates that the cost involved in closing a lot line window, if required, is approximately $400 per square foot. Under applicable building code, lot line windows must meet certain requirements. The Sponsor makes no representation or warranty that lot line windows are in full compliance with all applicable building codes and other regulations; however, all the Residential Units meet light and ventilation requirements without taking those windows into account. See Section III of this Offering Plan and the Description of Property Report set forth as Schedule G.

58. The approximate (within reasonable tolerances) physical dimensions of each Residential Unit consist of the area measured horizontally from the exterior face of the exterior walls to the centerline of walls separating one Residential Unit from corridors, stairs, and other mechanical spaces or any common elements (as herein defined). Each Residential Unit will consist of the area measured vertically from the top of the structural slab to the underside (of any fire protection) of the structural members above. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Residential Unit is significantly less than the area

listed in Schedule A. A decrease in a Residential Unit's area of five (5%) percent or less will not affect a Purchaser's obligations unless such a decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material. See Section I of the Offering Plan.

59. As disclosed in the Description of Property Report set forth as Schedule G, the Building includes common stairs that extend from the cellar to the fourth floor, as well as a convenience stair located within Residential Unit #1 between the cellar and first floor. The roof of the Building is accessible via a ladder on the fourth floor, leading up to a roof hatch. Purchasers should be aware that the width of each stair in the Building is 32 inches, which does not meet the current minimum building-code stair width requirement of 36 inches. The head clearance of the interior stair leading from the cellar and first floor is 5 feet, 3 inches, which does not meet the current minimum building-code head clearance requirement of 6 feet, 8 inches. The guardrail around the stair opening perimeter is 36 inches in height, which does not meet the current minimum building-code height requirement of 42 inches. In addition, the stairs have winder treads which converge to a point and may therefore pose a tripping, stumbling and/or falling hazard. Residential Unit Owners, residents and guests should use appropriate care when utilizing the stairs of the Condominium. See Schedule G in Part II of the Plan.

60. As disclosed in the Description of Property Report set forth as Schedule G, although there is no evidence of water filtration through the roofing membrane of the Building and the roof currently appears to be in satisfactory condition, the roofing membrane can be assumed to be beyond its remaining useful life and is not subject to any roofing guarantee or warranty at this time. In addition, Purchasers should be aware that, at the roof perimeter, the roof membrane is wrapped over the parapet without counterflashing, which increases the risk of future water infiltration due to the absence of counterflashing. Purchasers are advised all Residential Units and the Common Elements, including, without limitation, the roof of the Building, will be offered for sale in their respective "AS IS" conditions. See Schedule G in Part II of the Plan.

61. As disclosed in the Description of Property Report set forth as Schedule G, although building plans filed by a prior owner indicate that exterior walls were designed with batt insulation, Sponsor's Architect was unable to verify same, and so, it is not known whether insulation is included at the foundation and exterior walls of the Building. In addition, Sponsor's Architect was unable to determine, and so, it is not known, whether any insulation is included at the roof of the Building. Purchasers are advised all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions. See Schedule G in Part II of the Plan.

62. As disclosed in the Description of Property Report set forth as Schedule G, it is unknown whether floor/ceiling assembly between Residential Units meets minimum building-code sound transmission class and impact insulation class requirements, and it is unknown whether any noise mitigation elements are present within each such assembly. Purchasers are advised all Residential Units and the Common Elements will

be offered for sale in their respective “AS IS” conditions. See Schedule G in Part II of the Offering Plan.

63. As disclosed in the Description of Property Report set forth as Schedule G, although the hot water system in the Building is capable of distributing hot water during peak required services, it must be assumed that hot waters are at or beyond their expected useful lives, respectively. In addition, although the heating system in the Building is capable of maintaining legally-required conditions under anticipated weather conditions, it must be assumed that the boiler, indoor air handler and rooftop condenser systems are at or beyond their expected useful lives, respectively. Purchasers are advised all Residential Units and the Common Elements, including, without limitation, equipment that is at or beyond its expected useful life, will be offered for sale in their respective “AS IS” conditions. See Schedule G in Part II of the Plan.

64. Purchasers should note that all users of, and visitors, to the Building will have an easement through all parts of the Condominium, from and including, without limitation, the roof of the Building over and through the fire escape ladders anchored to the rear façade of the Building, and over and through the rear yard appurtenant to Unit #1 as a Limited Common Element thereof, for emergency egress.

In addition, the Board of Managers, Residential Unit Owners and their respective contractors will have an easement through the General Common Elements comprising the hatch to the rooftop, which is accessed by a ladder located with the fourth-floor stair enclosure, for access to equipment, including without limitation, the three (3) air conditioning condenser units located on the roof, for the limited purpose of effectuating any maintenance, repair or replacement of facilities which are the responsibility of such party to maintain, repair or replace. See Special Risk No. 50 and Section XIX.

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PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

This is an Offering Plan (the "Offering Plan") for the sale of four (4) Residential Units ("Residential Units") to Residential Unit Owners in a Condominium consisting of a Building with Common Elements to be known as the 82 Sterling Place Condominium located at 82 Sterling Place, Brooklyn, New York 11217.

The purpose of the Offering Plan is to set forth all material terms of the offer for the benefit of Prospective Purchasers.

The Offering Plan may be amended at any time and from time to time provided that the amendment is duly filed with the Department of Law of the State of New York and is served on Purchasers and Residential Unit Owners.

A Declaration of Condominium submitting the property to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") and By-Laws will be recorded prior to conveyance of title to the first Residential Unit by the Sponsor. The property will be subject to the Condominium Act. The Declaration of Condominium and By-Laws will be substantially similar to those set forth in this Offering Plan and will not be changed so as to adversely affect the Purchaser. This Offering Plan and the accompanying documentation should be carefully studied by Prospective Purchasers and their attorneys prior to the purchase of a Residential Unit.

The Sponsor of the Offering Plan is 82 Sterling Place, LLC, with an address at 190 5th Avenue, Brooklyn, New York 11217, a New York limited liability company. Sponsor is the contract vendee of the property pursuant to residential contract of sale made as of February 24, 2026. The Sponsor will acquire fee title to the entire property prior to the first Closing of a Residential Unit. The Sponsor's agreement to purchase the property requires the seller to deliver the property in vacant condition. The Building was vacant on the date of Sponsor's contract to purchase it and has remained vacant since that time. Upon information and belief, any prior tenants voluntarily vacated the Building upon conclusion of their respective tenancies. The Building is not subject to any rent regulation.

The project description for the Condominium is as follows: no material renovations to the Building. Sponsor will perform only minor cosmetic work, such as re-painting and/or re-tiling, and all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing. The Building was initially constructed in or about 1900 and, although the Building's Certificate of Occupancy is not available for viewing on the New York City Building Department's Building Information System, the Building's certification as a legal four- (4) family dwelling is substantiated by the historic iCard for the Building maintained on New York City department of Housing Preservation & Development's HPD Online system, at Registration No. 360484. No Certificate of Occupancy other than the Building Information System's certification of the

Building as a legal four- (4) family dwelling is required by the Building Department. The certification status of the Building is not anticipated to change unless Residential Unit Owners or the Board of Managers duly effect a change in the proposed use(s) of the Building (e.g., by converting residential space to commercial space) or elect to perform any structural alterations to the Building that require a new or amended Certificate of Occupancy. The certification status of the Building is not anticipated to cause Purchasers issues securing financing; however, Sponsor makes no representations regarding the availability or terms of any mortgage financing Purchasers may wish to obtain.

A prior owner not affiliated with the Sponsor filed an Alteration-2 Permit on or about May 5, 2008, at Job No. 310141129, to perform certain general construction, structural, mechanical, plumbing and other work to the Building, including interior renovation of all dwellings, re-modeling of kitchens and bathrooms, new boilers, hot water heaters and HVAC systems, new lighting throughout the Building, new washer/dryers, and a new raised deck and balconies in the rear yard of the Property. Plan examiners for the Building Department approved the work for all work-type categories of the prior owner's Alteration-2 Permit (i.e., Building Department work types alt-2, mechanical, plumbing and other) as being in accordance with all applicable codes as of March 6, 2009, as shown on the plan examination overview for Job No. 310141129 on the Building Department's publicly-available Building Information System database, and the prior owner's work was substantially completed in accordance with the plans submitted to the Building Department for the permit; however, the permit was not signed off by the Building Department and remains open as of the date hereof. Notwithstanding the existence of the open permit, occupancy of the Building remains legally permissible because work performed pursuant an Alteration-2 Permit does not change a building's use, egress, or occupancy, and the issuance of an Alteration-2 Permit does not trigger the need to obtain a new or amended Certificate of Occupancy under the NYC Building Code. No additional work to the Building is anticipated to be required to obtain closure of the open permit in compliance with applicable codes—only administrative work with an estimated total cost of $18,000 is anticipated, as further discussed below, and so, there is no reasonable potential for such work to result in a vacate order for the Building. No fines are anticipated to be associated with closing the open permit. Although the likelihood thereof is remote, Purchasers are advised of the potential for a higher insurance premium to cover the Building during the period in which the prior owner's permit remains open and Sponsor makes no representations regarding the availability or terms of insurance coverage for the Building except as otherwise expressly disclosed in this Offering Plan. In addition, although the likelihood thereof is remote, Purchasers are advised that the prior owner's open permit could impact Purchasers' ability to obtain financing and Sponsor makes no representations regarding the availability or terms of any mortgage financing Purchasers may wish to obtain.

As described above and in the Description of Property Report set forth as Schedule G, the work performed in connection with the prior owner's open permit did not affect the validity of the Building's Certificate of Occupancy. In addition, the existence of the open permit does not prevent issuance of new building permits by the Building Department to perform other work in the Building. Notwithstanding, the Sponsor has engaged a

professional to reinstate the prior owner's permit application and to close the open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department.

The Department of Environmental Protection conducted an asbestos-sampling inspection of areas of the Building which were to be disturbed in connection with the work performed by the unaffiliated prior owner that filed the open Alteration-2 Permit described above. Pursuant to said sampling inspection, the asbestos investigator issued an ACP-5 report, dated April 4, 2008, filed with the Building Department at Job No. 310141129, a copy of which is set forth as Schedule G-3 in Part II of the Offering Plan. Said report concludes that no asbestos-containing materials ("ACM") were present in the 12 sampled interior walls, but that ACM should be assumed to be present in the 600 feet of kitchen floor tiling located within floors one through four of the Building. All kitchens in the Building currently include hardwood flooring, and it is unknown whether the prior kitchen tiling was abated, encapsulated or left undisturbed. Per the Description of Property Report, any future renovation work that includes removal of the existing kitchen flooring will require investigation to determine if ACM-assumed tile is present. In such event, additional testing and potential abatement may be required, which would result in additional expense. Purchasers should refer to the ACP-5 asbestos sampling inspection report, dated April 4, 2008, set forth as Schedule G-3, and the Description of Property Report set forth as Schedule G, in Part II of the Plan. Sponsor engaged a professional to close the prior owner's open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. As disclosed above, Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of

smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department.

The prior use of the property was for residential purposes as a four- (4) family dwelling.

The Building is not currently subject to New York City Local Law 97, which, among other things, establishes greenhouse gas emission limits for buildings over 25,000 square feet, because the total zoning floor area of the Building is approximately 4,860 square feet and the total gross area of the Building, including the cellar, is approximately 6,030 square feet, as described in the Description of Property Report contained in Schedule G. In the event the Building is made subject to Local Law 97 or a similar law in the future, which is outside the Sponsor's control, the Condominium may be subject to steep fines and penalties for failing to meet compliance standards, which may increase Common Charges or require the collection of a Special Assessment. Purchasers should consult with their legal counsel regarding all laws and regulations, rules and requirements that apply to the Condominium, or which may apply in the future, prior to executing a Purchase Agreement.

There are no air rights or transferable development rights benefitting or encumbering the Condominium property, except as any of same may be disclosed in the title exceptions set forth in Section XIV of this Offering Plan.

The purpose of the Offering Plan is to set forth all the terms of the offer for the benefit of Prospective Purchasers.

All portions of the Condominium, excluding the Residential Units, are Common Elements of the Condominium. The Common Elements of the Condominium are described as follows:

A. General Common Elements – General Common Elements are those shared by all Residential Unit Owners and include all portions of the Condominium except for the individual Residential Units and the Individual Residential Unit's Limited Common Elements (irrevocably restricted in use to specified Residential Units or Residential Unit Owners) and include without limitation the following:

1. The land on which the Condominium is erected and all other land within the boundaries of the Property that is not restricted for the exclusive use of Residential Unit #1, #2, #3 or #4, respectively, as a Limited Common Element thereof;

2. All portions of the roof of the Building, including any gutters and leaders, ladders, parapets, roof drains, flashing, copings and bulkheads that are not restricted for the exclusive use of Residential Unit #1, #2, #3 or #4, respectively, as a Limited Common Element, and which are intended for the common use, service or benefit of the entire Building;

3. All exterior walls of the Building;

4. All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Residential Unit and any interior load bearing walls that are not part of a Residential Unit;

5. Stairs, stairways, common hallways which do not exclusively service or are not located wholly within a Residential Unit, and entrances and exits to and from the Condominium other than entrances to the individual Residential Units;

6. All improved and unimproved areas of the Condominium located outside the boundaries of the Residential Units that is not restricted for the exclusive use of any Residential Unit Owner as a Limited Common Element and which is intended for the common use of the Residential Unit Owners;

7. All central and appurtenant installations for services such as power, light, telephone, television, any gas, hot and cold water and heat (including all boilers, pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces, including but not limited to refuse rooms, utility meters, telephone and cable rooms and storage areas (as applicable) that are intended for the common use of the Condominium;

8. All drainage systems, sanitary systems, sanitary house lines, house trap, sewers and/or storm sewer, pipes, drywells, or detention tanks or facilities intended for the common use of the Condominium;

9. Any heating, cooling or other mechanical system located in the Common Elements intended for the common use of the Condominium;

10. The intercommunication system and equipment intended for the common use and service of the Condominium;

11. Any rooms located in the cellar that are designated to facilitate water, sewer, sprinkler, mechanical, any gas, electric, fire protection or alarm system services or storage for the common benefit of residents of the Condominium, subject to the Board's right to restrict access to authorized personnel;

12. Any fences on the Property of the Condominium;

13. All tanks, pumps, motors, fans, compressors, and control equipment intended for the common use of the Condominium;

14. The fire escapes and any sprinkler systems located in the Common Elements and intended for the common use of the Condominium;

15. Any plantings and landscaping intended for the common use of the Condominium;

16. Any pedestrian walkways, stairways or ramps intended for the common use and service of the Condominium;

17. All flues, chimneys and vent caps for the common use and service of the Condominium; and

18. All other parts of the Condominium, Building and all apparatus and installations existing in the Building or Property for common use and necessary or convenient to the existence, maintenance, or safety of the Condominium.

B. Individual Residential Unit's Limited Common Elements - Certain portions of the Common Elements are irrevocably restricted in use to specified Residential Units subject to the right of the Board of Managers of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Residential Unit or Common Elements and subject to the Rules and Regulations of the Board of Managers (see By-Laws, Article VIII). Said irrevocably restricted Common Elements are also referred to as an Individual Residential Unit's Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Residential Unit Owner. Following are descriptions of the Individual Residential Unit's Limited Common Elements:

1. Any hot water tank, boiler, air conditioning condenser, heat pumps and any other heating, cooling or other mechanical system exclusively servicing an individual Residential Unit that is located in or on the Common Elements, including, without limitation, the air conditioning condenser units located on the roof of the Building and in the rear yard;

2. Any portion of a hot water flue exclusively servicing an individual Residential Unit that is located in the Common Elements;

3. The rear yard, including, without limitation, the rear yard areaway, open deck, stairs, pavers raised garden and trellis therein, appurtenant to Residential Unit #1;

4. The balcony appurtenant to Residential Unit #3;

5. The balcony appurtenant to Residential Unit #4;

6. Any other area not included in a Residential Unit that is restricted in use to and/or exclusively services or benefits such Residential Unit; and

7. All apparatus, installations, systems equipment, and facilities in the Common Elements (including pipes, wire ducts, vents, cables, conduits, and lines) which will serve or benefit a Residential Unit exclusively.

Rear yard and balcony Limited Common Elements of the Condominium may not be enclosed, may not be used for storage, and may not be used for any type of occupancy, including as a bedroom or living room. Drains located in or on the Limited Common Elements must be kept clean and open at all times to prevent flooding. Residential Unit Owners will not be permitted to store any combustible material or other items in or on any yard, deck, balcony, patio or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to any yard, balcony, deck, patio or terrace, except as required for repair or replacement with the consent of the Board of Managers.

See Schedule A of the Offering Plan and Article Fifth, Section 2 of the Declaration of Condominium regarding the Limited Common Elements.

C. Provisions Applicable to All Common Elements –

1. The Common Elements shall remain undivided and no Residential Unit Owner shall bring any action for partition or division unless otherwise provided by law.

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

3. The Percentage of Common Interest in the Common Elements established herein shall not be changed except with the consent of all of the Residential Unit Owners affected as expressed in a duly recorded amendment to the Declaration of Condominium.

4. The Percentage of Common Interest in the Common Elements shall not be separated from the Residential Units to which it appertains and shall be deemed conveyed or encumbered with the Residential Units even though such interest is not expressly mentioned or described in the conveyance or other instrument.

The Board of Managers shall have the right to require that a Residential Unit Owner utilize a contractor or sub-contractor of the Board of Manager's choosing for any repairs, maintenance and/or replacement of an Individual Residential Unit's Limited Common

Element that is a Residential Unit Owner's obligation at the Residential Unit Owner's sole cost and expense.

The Common Expenses associated with the Condominium, General Common Elements, and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair maintain and replace, as necessary, and other costs designated as a Condominium obligation or Common Expense shall be paid for by all Residential Unit Owners based upon their Percentage of Common Interest in the Condominium as reflected in Schedule A of the Offering Plan, except as provided in Section 339-m of the Real Property Law. See Special Risk Nos. 31 and 36.

Each Residential Unit has a different floor plan. See Schedule G-2 in Part II of the Offering Plan for a detailed description of each Residential Unit. The land and all improvements to be erected thereon are hereinafter referred to as the "Development" or the "Community" or the "Condominium".

Sponsor will endeavor in good faith to market and sell the Residential Units in the Condominium; however, Sponsor is retaining the unconditional right to rent rather than sell the Residential Units after consummation of the Offering Plan. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, this Offering Plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors unrelated to the Sponsor. As a result, Purchasers for their own occupancy may never gain voting control of the Board of Managers under the terms of the Offering Plan. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the Offering Plan effective and owner-occupants may never gain effective voting control and management of the Condominium. In the event Sponsor makes a bulk sale of all or some of its unsold Residential Units, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Residential Units. A bulk sale consists of the transfer of all four (4) Residential Units in the Condominium.

Sponsor has not received a commitment for financing and intends to use its own funds to acquire the Property and perform minor cosmetic work, such as re-painting and/or re-tiling. In the event Sponsor obtains an acquisition or construction loan in the future, Sponsor will amend the Offering Plan to disclose such loan. In addition, if Sponsor obtains an acquisition or construction loan, the Sponsor will be obligated to pay off and otherwise comply with the terms of any mortgage on the entire Condominium. After the recording of the Declaration and before the Closing of Title to the first Residential Unit the lender of any mortgage that encumbers the Property at the time of conveyance of the first Residential Unit will either: (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium Residential Units; (ii) subordinate the lien of its mortgage to the Declaration of Condominium; or (iii) release its lien on the condominium Residential Unit being conveyed and its interest in the Common Elements.

As in the ownership of a private one- (1) family home, the Purchaser of a Residential Unit in a Condominium (the "Residential Unit Owner") owns their Residential Unit in fee simple absolute and is entitled to exclusive possession of their Residential Unit. Each Purchaser of a Residential Unit will also own an undivided interest in and right to use the General Common Elements and a right to use the Individual Residential Unit's Limited Common Elements that pertain to an individual Residential Unit for the Individual Residential Unit's Limited Common Elements. A full description of the General and applicable Individual Residential Unit's Limited Common Elements is provided above.

The approximate (within reasonable tolerances) physical dimensions of each Residential Unit consist of the area measured horizontally from the exterior face of the exterior walls to the centerline of walls separating one Residential Unit from corridors, stairs, and other mechanical spaces or any common elements (as herein defined). Each Residential Unit will consist of the area measured vertically from the top of the structural slab to the underside (of any fire protection) of the structural members above. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Residential Unit is significantly less than the area listed in Schedule A. A decrease in a Residential Unit's area of five (5%) percent or less will not affect a Purchaser's obligations unless such a decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material.

A Residential Unit Owner is required to pay monthly Common Charges assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Sections 339(i) and (m) of the New York Condominium Act. Monthly Common Charges may commence with the Closing of the first Residential Unit which is expected to be January 1, 2027, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions. During the Sponsor Control Period, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Common Charges, as set forth in the Condominium's budget from Residential Unit Owners. During said period, Sponsor in its sole and absolute discretion; provided, however, that Sponsor shall have the right to either (a) be solely responsible for the payment of all actual expenses to operate the Condominium (the "Waiver Period"), or (b) cause the Condominium Board to assess Residential Unit Owners their proportionate share of all actual operating expenses of the Condominium based on their respective Common Interests or as otherwise set forth in the budget, including, but not limited to, insurance premiums and any Reserve Fund payments included in the budget (the "Reduced Service Period"). In connection with the Waiver Period or Reduced Service Period, (i) Sponsor will disclose the implementation of such Waiver Period or Reduced Service Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor or the Managing Agent will notify Purchasers and Residential Unit Owners of the expiration of the Waiver Period or Reduced Service Period at least 30 days prior to the expiration thereof, and (iii) Sponsor will disclose the expiration of the Waiver Period or Reduced Service Period in the next substantive amendment to the Plan. During any Waiver Period, Sponsor and/or Residential Unit Owners will timely pay all actual

expenses of the Condominium, including but not limited to insurance premiums and any Reserve Fund payments included in the budget. At such time as the Condominium Board commences the collection of Common Charges in accordance with the total proposed budget contained in Schedule B (the "Total Budget"), there will not be an assessment for any expense line item set forth in the budget, or maintenance fee that would have been due prior to the expiration of the Waiver Period or Reduced Service Period. Sponsor is not obligated to collect Common Charges based on a Waiver Period or Reduced Service Period and can commence collection of the Common Charges based upon the total Common Expenses reflected in the Total Budget provided in Schedule B of the Offering Plan.

Until title to a Residential Unit has passed to a Purchaser, the Sponsor will pay such Common Charges and Special Assessments as are assessed by the Board of Managers on the Residential Units to which title has not passed based upon the above paragraph. Once title has passed to a Purchaser, the Purchaser will be responsible for all costs, including all Common Charges, in the event the collection of Common Charges has commenced, and individual expenses associated with the Residential Unit, as well as any costs associated with the Individual Residential Unit's Limited Common Elements that pertain to the Purchasers' Residential Unit.

A Residential Unit Owner, upon acquiring title to their Residential Unit, will be obligated to comply with the Declaration of Condominium, Condominium By-Laws and its Rules and Regulations and any other requirements of the Board of Managers of the Condominium.

The Condominium Board does not have any right to approve or disapprove Purchasers and there is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit, however, may only be for residential purposes as described in Section XIX of the Offering Plan. The Board of Managers will have a Right of First Refusal on the sale or rental of a Residential Unit as provided in Section XIX of the Offering Plan. Residential Units can be sold by a Residential Unit Owner, subject to said Right of First Refusal and provided that the Residential Unit Owner is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale) and subject to restrictions contained in the mortgage, if any, covering their Residential Unit. A Purchaser is free to make a gift of their Residential Unit to anyone during their lifetime or to devise their Residential Unit by will, or to have it pass by intestacy without any restriction. No Residential Unit can be sold without a simultaneous sale of the undivided interest in the Limited Common Elements that pertain to the Residential Unit.

Each Residential Unit Owner can sell their Residential Unit to whomever they desire and, subject to its Right of First Refusal, the Board of Managers does not have any right to approve or disapprove Purchasers. Residential Unit Owners may lease their Residential Units, subject to the conditions contained in Section XIX of the Offering Plan. Because there is no limit on the number of Residential Unit Owners who may purchase

for investment rather than for personal occupancy, that there may always be a substantial percentage of Residential Unit Owners who are non-residents.

The Residential Units can be purchased for all cash or may be purchased partly for cash and partly by mortgage. The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and the Purchaser will be obligated to pay the balance of the Purchase Price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of Purchaser's inability to obtain a mortgage Purchaser will be deemed in default of the Purchase Agreement and after Sponsor complies with the required notices may, at its option, retain, as liquidated damages, the Deposit (and any interest earned thereon, if applicable) plus Extras paid by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay, unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned, a Purchaser will be entitled to a return of all funds paid for Extras.

A Residential Unit Owner may mortgage their Residential Unit at any time after they acquire title to the Residential Unit in whatever amount and under whatever terms they can obtain. Any Residential Unit Owner may also, upon the resale of their Residential Unit, grant a purchase money mortgage to a purchaser of the Owner's Residential Unit. A Residential Unit Owner may mortgage the Owner's Residential Unit only if all arrears for Common Charges and/or Special Assessments, if any, are provided for at the closing of the mortgage.

Primary responsibility for operating the Condominium rests with the Board of Managers who are elected by the Residential Unit Owners. See the By-Laws contained in Part II of the Offering Plan. For information concerning Sponsor's initial control of the Board of Managers, see Section XVII of the Offering Plan.

Each Residential Unit Owner, upon obtaining title, will automatically have one (1) vote at all meetings of Residential Unit Owners for each of the Residential Units owned by such Residential Unit Owner.

Each Residential Unit will be taxed separately for real estate tax purposes and each Residential Unit may be separately mortgaged. Therefore, no Residential Unit Owner is liable for the payment of real estate taxes or mortgage payments on any other Residential Unit. In addition, in the opinion of Counsel, a Residential Unit Owner is presently entitled to deductions for income tax purposes for the Residential Unit Owner's payments for real estate taxes on the Residential Unit Owner's Residential Unit to the maximum amount currently permitted by law. Pursuant to federal legislation enacted in 2025, the previously imposed limitation on the deductibility of state and local real estate taxes has been increased to $40,000, adjusted annually for inflation, for tax years

beginning after December 31, 2024 and ending December 31, 2029. Absent further legislative action, the deduction cap is scheduled to revert to $10,000 for tax years beginning in 2030. In addition, providing the Residential Unit will be the Residential Unit Owner's principal residence, the Residential Unit Owner may also deduct on the Residential Unit Owner's income tax returns the interest on the mortgage procured to finance the purchase of the Residential Unit Owner's Residential Unit, subject to the current $750,000 principal limit. In addition, a Residential Unit Owner may deduct mortgage insurance premiums, including, without limitation, premiums for FHA, VA, and USDA-backed loans, subject to applicable income limitations. See Section XXI of the Offering Plan.

Fire and liability insurance covering the General Common Elements and Individual Residential Unit's Limited Common Elements are included with other items as part of Common Charges; however, fire and liability insurance for the Purchaser's personal effects, the interior of the Residential Unit and the Individual Residential Unit's Limited Common Elements for an Individual Residential Unit Owner's exclusive use must be carried by the individual Purchaser. Common Charges are levied in proportion to the Percentage of Common Interest in the "Common Elements" appurtenant to each Residential Unit. However, Purchasers should see Special Risk No. 37, which provides that, as permitted in Section 339-m of the Real Property law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements and in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Residential Units or common areas by particular Residential Unit Owners. For possible increases in Common Charges upon default in payment by a Residential Unit Owner see Section XIX of the Offering Plan. Each Residential Unit Owner is responsible for the cost of their own interior repairs and decoration in their Residential Unit after Closing.

The price of the Residential Units will include only the appliances and fixtures detailed in the Description of Property Report contained in Part II of the Offering Plan. Installation and the cost of any extras, upgraded appliances, upgraded fixtures or appliances or fixtures not provided is the sole responsibility of each Residential Unit Owner. The Sponsor reserves the right to provide fixtures and appliances by different manufacturers which are of Equal or Better Quality than noted in the Description of Property found in Part II of the Offering Plan.

The prices for the Residential Units are set forth in Schedule A. THESE PRICES HAVE BEEN SET BY THE SPONSOR ALONE AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

This Offering Plan contains all of the material terms of this transaction. Parts I and II along with Parts A, B, C and D of the Schedules submitted along with the Offering Plan together constitute the entire Offering Plan. Copies of the Offering Plan and Parts A, B,

C and D of the Schedules will be available for inspection by Prospective Purchasers and their attorneys without charge and for copying at a reasonable charge at the Condominium site whenever the on-site sales office is open, at the office of the Sponsor or any Selling Agent engaged by Sponsor and at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, New York 10005.

See Section XIX as to the Right of First Refusal on the sale or rental of a Residential Unit.

THE PURCHASE OF A CONDOMINIUM RESIDENTIAL 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.

II. DEFINITIONS

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

1. "Annual Meeting" – The meeting of the Residential Unit Owners of the Condominium held on a yearly basis or such other convenient date as the Board of Managers may designate subsequent to the First Annual Meeting.

2. "Board of Managers" – The governing body of the Condominium that is responsible for the Condominium's affairs.

3. "Board Member" or "Member" – Each individual representative elected, designated, or appointed to the Board of Managers.

4. "Building" – The one (1) building including the Residential Units and Common Elements of the Condominium.

5. "Building Department" – The Building Department of the City of New York.

6. "By-Laws" – The document governing the operation of the Condominium.

7. "Certificate of Occupancy" – A document issued by a local government to a developer which permits a structure to be legally occupied.

8. "City" – The City of New York.

9. "Closing" or "Close Title" or "Closing of Title" or "Title Closing" – The consummation of the sale of the Residential Unit transferring title via a deed from the Sponsor to the Purchaser.

10. "Closing Costs" or "Closing Adjustments" or "Closing Fees" or "Closing Apportionments" – Fees and expenses over and above the price of the Residential Unit, incurred by the Purchaser and/or Sponsor at the Closing.

11. "Closing Date" or "Date of Closing" – The date of Closing of Title.

12. "Common Charges" – Each Residential Unit Owner's proportionate share of Common Expenses of the Condominium.

13. "Common Elements" - All portions of the Condominium, other than the Residential Units. The Common Elements are divided as follows:

    (a) General Common Elements, which are Common Elements shared by all Residential Unit Owners; and

(b) Individual Residential Unit's Limited Common Elements, which are Common Element for the exclusive use of an individual Residential Unit Owner or Owners.

14. "Common Expenses" – (a) Expenses incurred by all Residential Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration or operation of, and any alteration, addition, or improvement to the General Common Elements; and (b) All sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration of Condominium or the By-Laws.

15. "Community" or "Development" – As used herein is equivalent in meaning to the term "Condominium" as same is used in Article 9-B of the Real Property Law.

16. "Condominium" – 82 Sterling Place Condominium, which includes the Residential Unit Owners, the Residential Units, and the Common Elements. The term "Condominium" is as used in Article 9-B of the Real Property Law.

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

18. "Condominium Documents" – The Declaration of Condominium, the By-Laws, the As-Built Floor Plans of the Residential Units, and the Condominium Residential Unit Designation Map (as provided in the Condominium Act) as the same may be amended from time to time.

19. "Condominium Property" or "Property" – The overall area of the Condominium.

20. "Consummation of the Offering Plan" – the filing of the Declaration of Condominium and the first transfer of title to a condominium unit to at least one purchaser under the Offering Plan following a Declaration of Effectiveness by the Sponsor and the acceptance for filing of an amendment to the Offering Plan by the Department of Law confirming or declaring the Offering Plan effective.

21. "Declaration of Condominium" – The instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may from time to time be amended, consistent with the provisions of the Condominium Act and of the By-Laws.

22. "Department of Finance" – The New York City agency that assigns separate tax lots to the individual Units in the Condominium.

23. “Department of Law” – The New York State agency responsible for the review and enforcement of offering plans for the offer and sale to the general public of condominiums, cooperatives, and homeowner associations.

24. “Deposit” – The amount deposited by a Purchaser towards the Purchase Price of a Residential Unit upon execution of the Purchase Agreement.

25. “Description of Property Report” – The report contained as Schedule G in Part II of the Offering Plan.

26. “Equal or Better Quality” – Comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and classifications, as applicable.

27. “Escrow Account” – The attorneys’ accounts where a Purchaser’s Deposit will be held as provided for in Section XI of the Offering Plan.

28. “Escrow Agent” – The attorneys or law firms overseeing the Escrow Accounts as provided for in Section XI of the Offering Plan.

29. “Extras” – All funds received by Sponsor from Purchaser for upgrades, options, extras, custom or special work that is not included in the base price of the Residential Unit.

30. “First Annual Meeting” – The date of the first annual meeting of the Residential Unit Owners as disclosed in the Offering Plan.

31. “First Board of Managers” – The initial Board Members of the Board of Managers appointed by the Sponsor and Owner.

32. “Force Majeure” – Unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor.

33. “Grantee” – The person to whom an interest in real property is conveyed.

34. “Grantor” – The person conveying an interest in real property.

35. “Institutional Mortgage” – A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Sponsor, its successor, designee, or assignee to a purchaser of a Residential Unit or in

which the Sponsor, its successor, designee or assignee participates with one of the above.

36. "Mansion Tax" - The tax paid by a Purchaser at the closing of title pursuant to Sections 1402-a and 1402-b of the Tax Law of the State of New York when the consideration paid for the Unit is $1,000,000 or more.

37. "Notice for Closing" – The written notice of the date of the closing of title to a Residential Unit provided to a Purchaser.

38. "Officer" – One (1) of the officers of the Condominium chosen by the Board of Managers as provided for in Article IV of the By-Laws of the Condominium including the President, Vice President, Secretary and Treasurer.

39. "Percentage of Common Interest" – The proportionate, undivided interest each Residential Unit Owner has in the Common Elements.

40. "Power of Attorney" – The form contained as Schedule E of the Offering Plan that each Purchaser is required to execute at the Closing of Title to their Residential Unit that gives a power of attorney to the Board of Managers and/or the Sponsor to act on behalf of the Purchaser.

41. "Property" – The overall land area of the Condominium.

42. "Purchase Agreement" – The document to be executed by the Purchaser which will obligate the Purchaser to acquire the Residential Unit in the Condominium and which will obligate the Sponsor to sell the Purchaser the Residential Unit in the Condominium.

43. "Purchaser" – The person(s) who have entered into a Purchase Agreement to acquire a Residential Unit in the Condominium.

44. "Reduced Service Period" – Any period during Sponsor Control Period the Board of Managers waives a portion of Common Expenses to be collected as Common Charges from the Residential Unit Owners.

45. "Reserve Fund" – The fund to be held by the Condominium for capital improvements for the Condominium.

46. "Residential Unit" – A Residential Unit includes all the Units in the Condominium designated for residential use as reflected in the Declaration of Condominium and Schedule B of the Declaration of Condominium.

    As used herein the term "Residential Unit is equivalent to the term "Residential Unit" in Article 9-B of the Real Property Law of the State of New York.

47. "Residential Unit Owner" – The owner of a Residential Unit.

48. “Right of First Refusal” – The right of the Board of Managers to match a bona fide offer of a sale or lease of a Residential Unit as provided for in the By-Laws.

49. “Rules and Regulations” – The Rules and Regulations contained in Article VIII of the By-Laws as the same may be amended, altered, waived, or added to by the Board of Managers.

50. “Special Assessment” – A Common Expense of the Condominium that is not included in the monthly Common Charges applicable to a Residential Unit.

51. “Special Meeting” – A special meeting of the Residential Unit Owners called by pursuant to Article II, Section 10 of the By-Laws.

52. “Sponsor” – 82 Sterling Place, LLC, a New York limited liability company and its successors, assigns and designees.

53. “Sponsor Control Period” – The period of time the Sponsor has the right to retain control of the Board of Managers of the Condominium.

54. “Sponsor’s Counsel” – Certilman Balin Adler & Hyman LLP, 90 Merrick Avenue, East Meadow, New York 11554 (Offering Plan) and Skolnick & Ben-Ezra, PLLC, 142 Joralemon Street, Suite 5C, Brooklyn, New York 11201 (Closing Attorney).

55. “Tax Act” – The Federal Tax Cuts and Jobs Act of 2017, as amended.

56. “Tax Consultant” – The tax expert who has provided the opinion letter regarding real estate taxes applicable to this Condominium.

57. “Unsold or Untitled Residential Unit” – Any Residential Unit in which title is retained by the Sponsor and any successors or assigns or designees until such time as the same has been sold and title conveyed to a third party. It shall not include units in contract. It shall not include a Residential Unit which is used for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns or designees.

58. “Waiver Period” – Any period during Sponsor Control Period the Board of Managers waives all Common Expenses of the Budget and during which period Sponsor is responsible for all actual expenses in the Condominium.

59. “Working Capital” – The funds paid by each Purchaser at Closing to the Condominium to be used towards expenses of the Condominium and to reimburse Sponsor for prepaid expenses of the Condominium as described in Section XXIV of the Offering Plan.

60. “Working Capital Fund” – The fund created for the Working Capital monies to be deposited.

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Location and Acreage

The Condominium is located at 82 Sterling Place, Brooklyn, New York 11217. The Condominium is zoned R6B. The overall zoning lot size of the Condominium is approximately 2,000 square feet.

Zoning

The zoning classification of this property is R6B Residence District of the City of New York, which permits residential dwelling units. The NYC Department of City Planning describes R6B zoning as follows: "R6B districts are often traditional row house districts, which preserve the scale and harmonious streetscape of neighborhoods of three-story attached buildings developed during the 19th century. Many of these houses are set back from the street with stoops and small front yards that are typical of Brooklyn's 'brownstone' neighborhoods, such as Park Slope, Boerum Hill and Bedford Stuyvesant." The proposed use of the Building is as a four- (4) unit residential building, which complies with applicable zoning and use requirements.

The Condominium premises are subject to a Notice of Landmark Designation, dated January 6, 2021, pursuant to which the premises were designated as part of the Park Slope Historic Preservation District (Extension II) of Brooklyn and are accordingly subject to the restrictions and requirements provided for in Chapter 74, Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York. As such, Unit Owners in the Condominium will be subject to the additional landmark-designation restrictions and requirements applicable to premises in the Park Slope Historical District, which include, without limitation, that Landmarks Preservation Commission approval is required for exterior alterations that involve a material change, addition, or removal of exterior architectural features. In addition, all alterations, including interior alterations, require Landmarks Preservation Commission review. Any and all costs associated with preparing, submitting and/or securing approval of such an application to the Landmarks Preservation Commission will be an individual expense of the applicable Unit Owner, or will be a Common Expense if undertaken by the Board of Managers on behalf of or in connection with the Common Elements of more than one (1) Residential Unit.

Because the Sponsor is not performing any work other than minor, non-material cosmetic work, and Sponsor is selling the Residential Units and appurtenant Common Elements in their respective "AS IS" conditions as of the date of each Closing, the Sponsor is not required to file any application to the Landmarks Preservation Commission in connection with the Building.

Topographical Features

The site consists of an existing building over gently sloped land.

Improvements - General Description

The condition of the Building is as disclosed in the Description of Property set forth in Part II of the Offering Plan and Sponsor has no knowledge of any material defects or need for major repairs except as set forth in the Description of Property Report. The Building is vacant and was previously used as a residential building. The Building is not being renovated in any material manner or respect. Sponsor will perform only minor cosmetic work, such as re-painting and/or re-tiling. All Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing. It is anticipated that the Closing to the first Residential Unit will occur on or about January 1, 2027, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions. Following its conversion to a condominium regime, the Building will contain four (4) Residential Units and Common Elements located in a four- (4) story walk-up Building with a cellar.

Purchasers are advised that the Building was initially constructed in or about 1900. Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to this Plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for, lead paint.

The Building includes common stairs that extend from the cellar to the fourth floor, as well as a convenience stair located within Residential Unit #1 between the cellar and first floor. The roof of the Building is accessible via a ladder on the fourth floor, leading up to a roof hatch. Purchasers should be aware that the width of each stair in the Building is 32 inches, which does not meet the current minimum building-code stair width requirement of 36 inches. The head clearance of the interior stair leading from the cellar and first floor is 5 feet, 3 inches, which does not meet the current minimum building-code head clearance requirement of 6 feet, 8 inches. The guardrail around the stair opening perimeter is 36 inches in height, which does not meet the current minimum building-code height requirement of 42 inches. In addition, the stairs have winder treads which converge to a point and may therefore pose a tripping, stumbling and/or falling hazard. Residential Unit Owners, residents and guests should use appropriate care when utilizing the stairs of the Condominium.

Although there is no evidence of water filtration through the roofing membrane of the Building and the roof currently appears to be in satisfactory condition, the roofing membrane can be assumed to be beyond its remaining useful life and is not subject to any roofing guarantee or warranty at this time. In addition, at the roof perimeter, the roof membrane is wrapped over the parapet without counterflashing, which increases the risk

of future water infiltration due to the absence of counterflashing. Purchasers are advised all Residential Units and the Common Elements, including, without limitation, the roof of the Building, will be offered for sale in their respective “AS IS” conditions.

The Building Plans filed by prior owner(s) with the Building Department of the City of New York are available for inspection at the Sponsor’s Office.

The Sponsor makes no representation that the Residential Units, the Building containing them and/or any other improvements comply with all applicable rules, regulations, laws, and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, provided same does not prevent use of a Residential Unit as a one- (1) family residence. In addition, and notwithstanding the foregoing, the Sponsor and all other persons engaged by the Sponsor in connection with this Offering Plan have complied and will comply with all applicable laws, rules and regulations and other governmental requirements pertaining thereto.

The Sponsor reserves the right to provide fixtures and appliances by different manufacturers which are of an Equal or Better Quality than noted in the Description of Property Report found in Part II of the Offering Plan.

There are a total of four (4) lot line windows in the Building, located along the west lot line wall as follows: two (2) lot line windows lie within Unit #3 on the third floor, measuring 2'-8" x 3'-8" each, located in the kitchen and bathroom; and two (2) lot line windows lie within Unit #4 on the fourth floor, measuring 2'-8" x 3'-8" each, located in the kitchen and bathroom. There is no bond or guarantee for the lot line windows. The lot line windows do not provide legal light and air required for residential occupancy. The lot line windows provide supplementary light and air only. In the event the lot line windows require closing, the lot line windows would need to be infilled with fire-rated construction. In the event the lot line windows require closing, all expenses associated with any replacement or modification of a lot line window will be the Condominium’s responsibility and the cost thereof a Common Expense. The Condominium’s Board shall approve all lot line window work and shall have the right to designate or approve the contractor doing the work. Sponsor estimates that the cost involved in closing a lot line window, if required, is approximately $400 per square foot. Under applicable building code, lot line windows must meet certain requirements. The Sponsor makes no representation or warranty that lot line windows are in full compliance with all applicable building codes and other regulations; however, all the Residential Units meet light and ventilation requirements without taking those windows into account. See the Description of Property Report set forth as Schedule G.

Sponsor is the contract vendee of the property pursuant to residential contract of sale made as of February 24, 2026. The Sponsor will acquire fee title to the entire property prior to the first Closing of a Residential Unit. The Sponsor’s agreement to purchase the property requires the seller to deliver the property in vacant condition.

Purchasers are advised that the Building was initially constructed in or about 1900 and the Building's certification as a legal four- (4) family dwelling is substantiated by the historic iCard for the Building maintained on New York City department of Housing Preservation & Development's HPD Online system, https://hpdonline.nyc.gov/hpdonline, at Registration No. 360484; however, the Building's Certificate of Occupancy is not available for viewing on the New York City Building Department's Building Information System. No Certificate of Occupancy other than the Building Information System's certification of the Building as a legal four- (4) family dwelling is required by the Building Department.

Sponsor is offering all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing, and Sponsor will not be performing work or taking any other action in connection with the Building that would affect the status of the Building's pre-existing certification as a legal four- (4) family dwelling. As described in the Description of Property Report set forth as Schedule G, a prior owner not affiliated with the Sponsor filed an Alteration-2 Permit on or about May 5, 2008, at Job No. 310141129, to perform certain general construction, structural, mechanical, plumbing and other work to the Building, including interior renovation of all dwellings, re-modeling of kitchens and bathrooms, new boilers, hot water heaters and HVAC systems, new lighting throughout the Building, new washer/dryers, and a new raised deck and balconies in the rear yard of the Property, which work was substantially completed; however, the prior owner's permit was not signed off by the Building Department. Per the Description of Property Report, such prior work did not affect the validity of the Building's certification as a legal four- (4) family dwelling. The Sponsor has engaged a professional to reinstate the prior owner's permit application and to close the open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department.

The Sponsor does not intend to undertake any material renovations of the Building and is selling each Residential Unit in its "AS IS" condition. Purchasers must take title to their Residential Units and Common Elements subject to the existing certification

documents and instruments of record, except with respect to the open permit application at Job No. 310141129, which Sponsor will close out as described above. Purchasers should consult with their attorneys and relevant professionals to perform their own independent investigation regarding the certification status of the Building before signing a Purchase Agreement.

As disclosed in the Description of Property Report set forth as Schedule G, the Department of Environmental Protection conducted an asbestos-sampling inspection of areas of the Building which were to be disturbed in connection with the work performed by the unaffiliated prior owner that filed the open Alteration-2 Permit described above. Pursuant to said sampling inspection, the asbestos investigator issued an ACP-5 report, dated April 4, 2008, filed with the Building Department at Job No. 310141129, a copy of which is set forth as Schedule G-3 in Part II of the Offering Plan. Said report concludes that no asbestos-containing materials ("ACM") were present in the 12 sampled interior walls, but that ACM should be assumed to be present in the 600 feet of kitchen floor tiling located within floors one through four of the Building. All kitchens in the Building currently include hardwood flooring, and it is unknown whether the prior kitchen tiling was abated, encapsulated or left undisturbed. Per the Description of Property Report, any future renovation work that includes removal of the existing kitchen flooring will require investigation to determine if ACM-assumed tile is present. In such event, additional testing and potential abatement may be required, which would result in additional expense. Purchasers should refer to the ACP-5 asbestos sampling inspection report, dated April 4, 2008, set forth as Schedule G-3, and the Description of Property Report set forth as Schedule G, in Part II of the Plan.

As disclosed above, Sponsor engaged a professional to close the prior owner's open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department.

Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit that would require Building Department approval, or

that would otherwise affect the Building's certification as a legal multi-family dwelling, during the Sponsor Control Period (i.e., until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, Sponsor Affiliates, successors, assignees and/or designees).

Construction Data for Residential Units, Common Elements and Individual Residential Unit's Limited Common Elements

The Building, the Residential Units and Common Elements are not being renovated in any material manner or respect. Sponsor will perform only minor cosmetic work, such as re-painting and/or re-tiling. All Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing. For a detailed description of existing features, see the Description of Property Report in Part II of the Offering Plan. The Closing of Title to the first Residential Unit is expected to take place on January 1, 2027, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions.

Although Sponsor is only performing certain minor cosmetic work, unsupervised visits to the Property may present a dangerous circumstance. Unless specifically agreed to by Sponsor in writing and escorted by a representative of Sponsor in each instance, Purchaser shall not visit the Unit or any other portion of the Property and shall only have the right to visit a sales office prior to Closing. Notwithstanding the foregoing, each Purchaser will inspect the Purchaser's Residential Unit with a representative of the Sponsor during normal business hours three (3) days prior to the Closing Date and will sign and deliver to Sponsor on or before the Closing Date a Pre-Title Inspection Statement supplied by Sponsor, acknowledging the "AS IS" condition in which Purchaser is receiving and shall take title to Purchaser's Residential Unit.

In the event the Purchaser has ordered Extras that have not been installed or otherwise completed as of the Purchaser's Closing Date, Sponsor will complete any open Extras items within six (6) months after Closing, weather and circumstances permitting. Sponsor shall have no obligation to perform any post-Closing work other than work to install or complete such Extras, and only to the extent expressly provided for in the Purchaser's Pre-Title Inspection Statement.

Pursuant to Paragraph 13 of the Purchase Agreement, Purchaser will agree to release and indemnify, defend and hold the Sponsor harmless from and against any and all claims and liabilities resulting from the presence of Purchaser or Purchaser's family members, agents, licensees or invitees on the Property prior to Closing. Purchaser will also be required to execute the Express Assumption of Risk Form included as Schedule D-4 to the Offering Plan.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Residential Unit Owners' percentage of ownership in the Common Elements and percentage of liability for

the payment of Common Charges subject to the provisions of Section 339-m. See Special Risk Nos. 31 and 36. Each Residential Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Residential Units. In such event, the Percentage of Common Interest appurtenant to each individual Residential Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect an immaterial (i.e., 1% or less) change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. Notwithstanding, unless an affected Purchaser consents, no material change will be made in the Percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential Unit and the Purchaser is not in default. Although there is a rebuttable presumption that a change of five (5%) percent or less of a Residential Unit's square footage may be immaterial, there is no such presumption regarding a change in Common Interest.

Appliances

Each Residential Unit will include, without limitation, one (1) refrigerator, one (1) dishwasher, one (1) oven, one (1) exhaust, one (1) microwave, one (1) kitchen sink, one (1) washer, one (1) dryer, and one (1) hot water heater located in the Residential Unit or its appurtenant Limited Common Elements, as described in the Description of Property Report contained in Schedule G. The appliances are in used condition.

Recreational Facilities

The Condominium will not have any recreational facilities for common use. Residential Unit #1 will include a rear yard with pavers and a raised garden and trellis for recreational purposes, and Residential Units #3 and #4 will each include a balcony for recreational use. The rear yard and balconies of the Condominium may not be enclosed, except as required for repair or replacement with the consent of the Board of Managers, and may not be used for storage. The rear yard and balconies may not be used for any type of occupancy, including as a bedroom or living room. No combustible material may be stored or placed in or on any yard, deck, balcony, patio or terrace of the Condominium.

Applicable Law and Zoning Requirements

Sponsor is not aware of any known environmental conditions at the Property. The Property and the Residential Units is subject to all applicable zoning and building laws

and requirements, including, without limitation, the Building Code of the City of New York and R6B Residence District zoning requirements established by the New York City Department of City Planning, together with such other rules, regulations, laws, and other requirements of governmental authorities having jurisdiction over the Property.

The Condominium premises are subject to a Notice of Landmark Designation, dated January 6, 2021, pursuant to which the premises were designated as part of the Park Slope Historic Preservation District (Extension II) of Brooklyn and are accordingly subject to the restrictions and requirements provided for in Chapter 74, Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York. As such, Unit Owners in the Condominium will be subject to the additional landmark-designation restrictions and requirements applicable to premises in the Park Slope Historical District, which include, without limitation, that Landmarks Preservation Commission approval is required for exterior alterations that involve a material change, addition, or removal of exterior architectural features. In addition, all alterations, including interior alterations, require Landmarks Preservation Commission review. Any and all costs associated with preparing, submitting and/or securing approval of such an application to the Landmarks Preservation Commission will be an individual expense of the applicable Unit Owner, or will be a Common Expense if undertaken by the Board of Managers on behalf of or in connection with the Common Elements of more than one (1) Residential Unit.

IV. LOCATION AND AREA INFORMATION

The Condominium is situated at 82 Sterling Place, in the Park Slope section of Brooklyn, New York.

Transportation

Public transportation is convenient to all parts of New York City by subway or bus.

The Atlantic Avenue-Barclays Center station complex, located at 139 Flatbush Avenue, is approximately 0.6 miles from the Condominium. The 7th Avenue and Bergen Street subway station are each approximately 0.2 miles from the Condominium.

Emergency Services:

The 78th Police Precinct is located at 65 6th Avenue, approximately 0.5 miles from the Condominium.

The nearest fire house is FDNY Engine 210 located at 160 Carlton Avenue, approximately 0.5 miles from the Condominium.

Gas

Natural gas service will be provided for applicable facilities, including ovens, clothes dryers and hot water heaters in the Condominium. Each Residential Unit is individually metered for gas usage and the costs thereof will be an individual expense of each Residential Unit Owner. In addition, each Residential Unit Owner will be responsible for gas costs associated with space heating of any General Common Elements located on the same floor of the Building in which the Residential Unit Owner's Unit is located. As such, no common gas costs are anticipated.

Electric

Electric service will be provided by Con Edison, as described in the Description of Property Report in Part II of the Offering Plan. Each Residential Unit will be individually metered for electric usage and the cost thereof will be an individual expense of each Residential Unit Owner. Any electricity consumed for the General Common Elements will be metered and paid for as part of the Common Charges.

Telephone and Internet

Local telephone service is provided by Verizon. Each Residential Unit Owner will be responsible for their own phone service and activation. The Building is pre-wired for wireless internet services via Verizon FiOS, and such wiring is exposed throughout the Residential Units and anchored to baseboards and floors, as described in the Description of Property Report.

Water and Sewage

Water supply and sewer servicing the Building will be provided by the City of New York as described in the Description of Property Report in Part II of the Offering Plan. Water will be metered through one (1) main building water meter for domestic supply and the combined sanitary and storm sewer system is connected to the New York City municipal waste water system. All water and sewer costs will be a Common Expense.

Refuse Removal

Refuse removal will be provided by the New York City Department of Sanitation.

Snow Removal

Snow removal and road maintenance for all public streets adjoining the Condominium is provided by the New York City Sanitation Department.

Medical, Educational and Religious Facilities

Hospitals

New York-Presbyterian Methodist Hospital, 506 6th Street, is approximately 0.9 miles from the Condominium.

The Brooklyn Hospital Center, 121 DeKalb Avenue, is approximately 1.5 miles from the Condominium.

Public schools located in the general vicinity are as follows:

New York City public schools in the Park Slope area will be the schools any school-aged children in the Condominium would attend.

Sponsor makes no representation that the public schools referred to above will be the schools that the children of the Condominium will attend nor whether the children will have school bus service provided.

The above listing is by no means inclusive. No representation is made that the children of Residential Unit Owners will be entitled to attend any particular school.

Religious Institutions

There are numerous houses of worship of the major faiths within the vicinity of the Condominium.

Zoning

The zoning classification of the property is R6B, which permits renovation of the Building for its intended use. The Condominium premises are subject to a Notice of Landmark Designation, dated January 6, 2021, pursuant to which the premises were designated as part of the Park Slope Historic Preservation District (Extension II) of Brooklyn and are accordingly subject to the restrictions and requirements provided for in Chapter 74, Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York. As such, Unit Owners in the Condominium will be subject to the additional landmark-designation restrictions and requirements applicable to premises in the Park Slope Historical District, which include, without limitation, that Landmarks Preservation Commission approval is required for exterior alterations that involve a material change, addition, or removal of exterior architectural features. In addition, all alterations, including interior alterations, require Landmarks Preservation Commission review. Any and all costs associated with preparing, submitting and/or securing approval of such an application to the Landmarks Preservation Commission will be an individual expense of the applicable Unit Owner, or will be a Common Expense if undertaken by the Board of Managers on behalf of or in connection with the Common Elements of more than one (1) Residential Unit. Because the Sponsor is not performing any work other than minor, non-material cosmetic work, and Sponsor is selling the Residential Units and appurtenant Common Elements in their respective "AS IS" conditions as of the date of each Closing, the Sponsor is not required to file any application to the Landmarks Preservation Commission.

All surrounding areas are fully developed.

Neither Sponsor nor any of its Principals have an option or right to acquire any of the adjoining areas.

V. SCHEDULE A
82 STERLING PLACE CONDOMINIUM
For the first year of operation
January 1, 2027 through December 31, 2027

Unit	Number of Bedrooms (2)	Number of Baths (2)	Square Footage of Each Unit Listed by Floor (2)	Total Square Footage (2)	*Square Footage Rear Yard Limited Common Element (2)	*Square Footage Balcony Limited Common Element	Total Square Footage Including Limited Common Elements (2)	Estimated Offering Price (1)	Percentage of Common Interest (3)	**Projected Monthly Real Estate Tax (5)	**Projected Annual Real Estate Tax (5)	Projected Monthly Common Charges (4)	Projected Annual Common Charges (4)	Total Estimated Monthly Carrying Charges
1	1 Bed	1 Full/1 Half	Cellar *780 1st Floor 985.5	1,765.5	829	0	2,594.5	$ 2,100,000	30.00%	$ 624.73	$ 7,496.70	$ 662.50	$ 7,950.00	$ 1,287.23
2	3 Bed	2 Full	2nd Floor	1,074.5	0	0	1,074.5	$ 1,550,000	22.00%	$ 458.13	$ 5,497.58	$ 485.83	$ 5,830.00	$ 943.97
3	3 Bed	2 Full	3rd Floor	1,073.5	0	18	1,091.5	$ 1,675,000	24.00%	$ 499.78	$ 5,997.36	$ 530.00	$ 6,360.00	$ 1,029.78
4	3 Bed	2 Full	4th Floor	1,073.5	0	18	1,091.5	$ 1,675,000	24.00%	$ 499.78	$ 5,997.36	$ 530.00	$ 6,360.00	$ 1,029.78
TOTAL				**4,987**	**829**	**36**	**5,852**	**$ 7,000,000**	**100.000%**	**$ 2,082.42**	**$ 24,989.00**	**$ 2,208.33**	**$ 26,500.00**	**$ 4,290.75**

Purchasers should refer to the Description of Property Report and Floor Plans for a detailed description of the Residential Units and areas appurtenant to the Residential Units.

***The cellar is uninhabitable, and balconies and rear yard areas are uninhabitable, and none of these spaces are permitted to be used as a bedroom or living room. Use of these spaces improperly may result in a building code violation being issued.**

****Although no material construction or renovations are taking place and the building is complete, the projected real estate taxes contained in Schedule A are partly based on an assessment before the building is assessed as a condominium. Purchasers are advised that real estate taxes may increase materially when the building is reassessed as a condominium. See Footnote 5 to Schedule A and Section XX of the Offering Plan for more information regarding real estate taxes.**

FOOTNOTES TO SCHEDULE A

1. No change in the sales prices will be made other than pursuant to a duly-filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Offering Plan at any time during the offering where a reduction in sales price does not constitute a general offering but is rather the result of an individually-negotiated Residential Unit purchase. See Section IX of the Offering Plan as to other terms of the offering which are negotiable. See Section XV of the Offering Plan for estimated Closing Costs and Adjustments, which costs are in addition to the sale prices set forth herein.

2. Purchasers should refer to the floor plans in Schedule G-2 of Part II of the Offering Plan for details of each type of Residential Unit. The room count has been made in accordance with the standards set forth by the New York City Department of Buildings as reflected in the Description of Property Report set forth in Part II of this Offering Plan. The approximate floor area, within reasonable tolerances, of each Residential Unit consists of the exterior face of the exterior walls to the centerline of walls separating one Residential Unit from corridors, stairs, and other mechanical spaces or any common elements (as herein defined). Each Residential Unit will consist of the area measured vertically from the top of the structural slab to the underside (of any fire protection) of the structural members above. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Residential Unit is significantly less than the area listed in Schedule A. The areas displayed in Schedule A consist of habitable and uninhabitable space. Any uninhabitable space appurtenant to a Residential Unit may not be legally used as a bedroom or living room and the cellar may not be used for eating or sleeping. To do so may result in the issuance of a building code violation by the New York City Department of Buildings. The cellar has less light and air than ordinary living space and is more susceptible to dampness. A decrease in a Residential Unit's area of five (5%) percent or less will not affect a Purchaser's obligations unless such a decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material. Purchasers should refer to the Description of Property Report and the floor plans of the various model types in Schedule G and G-2 respectively, as to the description and location of the Residential Units.

3. The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may

justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Residential Units. In such event, the Percentage of Common Interest appurtenant to each individual Residential Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to affect an immaterial change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. Notwithstanding, unless an affected Purchaser consents, no material change will be made in the Percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential Unit and the Purchaser is not in default. Purchasers should note that, although there is a rebuttable presumption that a change of five (5%) percent or less of a Residential Unit's square footage may be immaterial, there is no such presumption regarding a change in Common Interest.

4. Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Residential Units and Common Elements and maintenance and operation of the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, as necessary. Common Charges exclude repair and decoration to the inside of a Residential Unit, utilities for each Residential Unit and insurance for personal belongings. See Schedule B-1 for estimated heating and electrical costs for the Residential Units.

5. Real estate tax estimates are based upon information received from Metropolitan Realty Exemptions, Inc., 349 Keap Street, Brooklyn, Brooklyn, New York 11211, in a tax opinion letter dated March 25, 2026. The tax opinion letter provided by Metropolitan Realty Exemptions, Inc., is contained in Section XXII of the Offering Plan. The projected figures in the opinion letter assume the applicability of a 2026/2027 residential class 2 tax rate of $12.439 per $100 of assessed valuation for the Residential Units for a total tax of $24,028 for tax year 2026/2027 and a total tax of $25,950 for tax year 2027/2028.

   Sponsor anticipates that the renovation of the Condominium will be completed by January 1, 2027, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions. Per the opinion letter of Metropolitan Realty Exemptions, Inc., it is anticipated that the New York City Department of Finance ("Department of Finance") will reassess the value of the Property on the taxable status date of January 5, 2027. The Department of Finance releases tentative assessments of property value in New York City every January and issues final assessments every May, prior to the beginning of each tax year, which commences on July 1st.

   The first year of Condominium operation is scheduled to commence on January 1, 2027, and end on December 31, 2027 (subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions). As such, it is anticipated that taxes for the first year of operation will be assessed partly (approximately 50%) based on the valuation and

rate applicable for tax year 2026/2027 and partly (approximately 50%) based on the valuation and rate applicable for tax year 2027/2028. Based on the projections of Metropolitan Realty Exemptions, Inc., the total estimated real estate taxes for the first year of operation contained in Schedule A, being a total of $24,989, was calculated as follows:

Estimated Blended Taxes for First Year of Condominium Operation			
Tax Year	Assessed Value (Pro Rata)	Tax Rate	Real Estate Tax
50% of 2026/2027	$96,581	12.439%	$12,014
50% of 2027/2028	$104,308	12.439%	$12,975
TOTAL	$200,889		$24,989

The projected real estate taxes for the first year of operation contained in Schedule A are partly based on an assessment of the Building before it is assessed as a condominium building. Based on the opinion provided by Metropolitan Realty Exemptions, Inc., the tax projections for the Condominium when the Building is reassessed as a condominium, as indicated below, are higher than the taxes projected for the first year of operation, as contained above and on Schedule A. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed as a condominium building. See Section XX of the Plan and below regarding projected assessed valuation after the Condominium is formed.

The total valuation for the entire Condominium once it is assessed as a condominium building is estimated to be $208,615 and total taxes for all the Residential Units for said period, assuming the 2026/2027 tax class 2 rate of 12.439%, is estimated to be $25,950. Sponsor has been advised by its consultant that it is the policy and practice of the Department of Finance to apportion the assessed valuation of a condominium among the various units based upon the percentage of common interest contained in the Declaration of Condominium. Estimated real property taxes by unit once fully assessed as a condominium based on relative percentages of Common Interest set forth in Schedule A in the Offering Plan are as follows:

Unit	% of Common Interest	Estimated Assessed Value	Estimated Annual Taxes
1	30%	$62,584	$7,785
2	22%	$45,895	$5,709
3	24%	$50,068	$6,228
4	24%	$50,068	$6,228

It should be noted that, although it is currently Finance's stated policy to apportion the assessed values of condominium properties among the various units on this basis, Finance has used different methodologies in the past. No warranty or guarantee is made herein that assessed values will not be apportioned based on a different method.

The figures set forth above are approximations derived from material submitted by the Sponsor and publicly available tax records and are subject to amendment. No government agency has passed upon these figures or the estimates of assessed valuation and taxes above. Neither the Sponsor nor its counsel have passed on the accuracy of any figures or estimates contained in the Offering Plan, and offer no warranties on real estate assessments, tax classifications, taxes or tax rates for any period. All prospective Purchasers are advised that, although the estimates of assessed valuations upon conversion are good faith estimates, such assessed valuations when actually made may be less or greater than as estimated above.

The above estimates do not take into account any future increases in the level of assessed valuation applied to residential property or any increase in the real estate tax rates. The above estimates are based upon interpretations of The New York State Real Property Tax Law and The Administrative Code of the City of New York and are not intended to be a guarantee or assurance that the actual or transitional tax assessments, tax rates, or actual taxes will be as estimated.

No representation is made that the provisions of law or New York City Department of Finance policies and practices will apply at the time the property's conversion is complete. Purchasers should be aware that the laws, regulations and practices of the Department of Finance upon which the above estimates are predicted may in the future be revised in a manner adverse to a Purchaser's interests, or that there may be an adverse interpretation of the law or regulation by one or more agencies of the City of New York, or Courts of competent jurisdiction.

The above estimates are not intended and should not be construed as representations or warranties that assessments, tax rates, and taxes will not be determined in a different amount. The foregoing analysis is based upon the knowledge of the making and review of assessments by the Real Property Assessment Department and the Tax Commission of the City of New York with respect to "class 2" residential properties held in the condominium form of ownership. Application of a particular approach to valuation by an individual assessor may yield a different result.

Each Residential Unit will be given a separate block and lot designation.

Although the aforesaid estimate of Actual Assessed Valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on interpretation of the administrative code and the applicable rules and regulations of the City of New York. The estimates are not intended and should not be construed as warranties as to future assessed valuations of the Property.

See Section XX for a full discussion of the real estate taxes applicable to the Residential Units. A copy of the opinion letter dated March 25, 2026, from Metropolitan Realty Exemptions, Inc., is contained in Section XXII of the Plan.

After the Condominium is divided into individual tax lots, each Residential Unit will be taxed as a separate tax lot for real estate tax purposes and the Residential Unit Owner will not be responsible for the payment of, nor will the Residential Unit be subject to, any lien arising from the non-payment of taxes on other Residential Units. In the opinion of counsel, a Residential Unit Owner is presently entitled to deductions for income tax purposes for the Residential Unit Owner's payments for real estate taxes on the Residential Unit Owner's Residential Unit to the maximum amount currently permitted by law. Pursuant to federal legislation enacted in 2025, the previously imposed limitation on the deductibility of state and local real estate taxes has been increased to $40,000, adjusted annually for inflation, for tax years beginning after December 31, 2024 and ending December 31, 2029. Absent further legislative action, the deduction cap is scheduled to revert to $10,000 for tax years beginning in 2030. In addition, providing the Residential Unit will be the Residential Unit Owner's principal residence, the Residential Unit Owner may also deduct on the Residential Unit Owner's income tax returns the interest on the mortgage procured to finance the purchase of the Residential Unit Owner's Residential Unit, subject to the current $750,000 principal limit. In addition, a Residential Unit Owner may deduct mortgage insurance premiums, including, without limitation, premiums for FHA, VA, and USDA-backed loans, subject to applicable income limitations. See Section XXI of the Offering Plan. Any projected tax deduction (where applicable) may vary in future years due to changes in the interest rate on the Residential Unit Owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property.

6. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains a mortgage, a Purchaser's monthly carrying charges will increase. Any Purchaser who applies for a mortgage from a lending institution should check with that institution as to the monthly mortgage costs as well as any Closing Costs that the Purchaser will be obligated to pay the lending institution.

VI. SCHEDULE B

82 STERLING PLACE CONDOMINIUM
PROJECTED BUDGET FOR FIRST YEAR OF OPERATION
Beginning January 1, 2027, through December 31, 2027

INCOME

1. Common Charges	
TOTAL INCOME	**$ 26,500.00**

EXPENSES

2. Labor	$ --
3. Common Electric	$ 270.00
4. Water Charges/Sewer Rents	$ 6,480.00
5. Building Repairs, Maintenance	$ 1,000.00
6. Insurance	$ 8,300.00
7. Management Fee	$ --
8. Accounting/Legal	$ 4,750.00
9. Contingency	$ 2,200.00
YEARLY OPERATING EXPENSES	23,000.00
10. Reserve	$ 3,500.00
TOTAL YEARLY EXPENSES	**$ 26,500.00**

* In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Offering Plan to include a revised budget. See explanatory footnotes. If amended budget exceeds this budget by twenty-five (25%) percent or more, the Sponsor will offer all Purchasers the right to rescind their Purchase Agreement and have their Deposits returned, with interest, if any within a reasonable period of time that is not less than fifteen (15) days. In addition, in the event the estimated commencement date of the first year of operation of the Condominium is delayed by twelve (12) months or more, Purchasers will be offered a right of rescission unless Purchaser enters into a Purchase Agreement subsequent to an amendment disclosing a revised estimated date of the first Closing. In such an event the Purchaser will be offered a right of rescission by an amendment to the Offering Plan if the estimated date of the Closing of the first Residential Unit is delayed by twelve (12) months or more from the estimated date disclosed in the amendment. An amendment to the Offering Plan does not negate the right of rescission for a Purchaser who entered into a Purchase Agreement prior the amendment, if the Closing of the first Residential Unit is delayed by twelve (12) months or more from the estimated date disclosed in the amendment. An amendment to the Offering Plan revising the estimated date of the first Closing does not negate any Purchaser's right of recession who entered into a Purchase Contract prior to the date of the amendment revising the estimated date of the first Closing twelve (12) months after the initial Closing date contained in the Offering Plan prior to the amendment. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the Offering Plan.

FOOTNOTES TO PROJECTED BUDGET

1. **COMMON CHARGES**

The estimate of the Annual Common Charges to be collected during the first year of Condominium operation is based upon a projection of the total amount of Common Charges that will be levied against the Residential Units and is based upon full occupancy of the Condominium.

2. **LABOR**

The Condominium will not have any employees. All services of the Condominium will be contracted for and performed by independent contractors who are not employees of the Condominium on an as-needed basis. The level of staffing complies with applicable housing and labor laws for this Condominium, given the Condominium contains a total of four (4) Residential Units, and on-site or proximately located janitorial/superintendent services are required for New York City buildings containing nine (9) or more units. Individual Residential Unit Owners will be responsible for the following janitorial services: taking out household refuse for removal by the New York City Department of Sanitation and sweeping, vacuuming, mopping and/or dusting the Common Elements immediately in front of their Residential Unit. The Board of Managers will be responsible for all other routine maintenance, including removal of any common refuse, sweeping, vacuuming, mopping and/or dusting of Common Elements that are not the responsibility of individual Residential Unit Owners, replacement of non-functioning common light bulbs and inspection and maintenance common fire alarms. Such services will be contracted for and performed by independent contractors who are not employees of the Condominium, as needed. The projected budget also contains a contingency line item to pay independent contractors for repairs and maintenance that may be required on an as-needed basis.

3. **COMMON ELECTRIC**

Based on the letter dated April 2, 2026, from R & W / Engineers, P.C., 380 Townline Road, Hauppauge, New York as follows:

Common Electric Costs:

Based on a $0.28/KWH rate (Con Edison Simplified Delivery & Supply)

Building Interior Common Area Lighting (LED): 0.075 Watt/sf x 1,350 sf x 24 hrs/day x 365 days x $0.28/KWH/1,000 x 1.065 = $264.49/year

Exterior Lighting: 1 Fixtures (assumed) x 0.005 KW/fixture x 10 hrs/day x 365 day/yr x $0.28/KWH x 1.065 = $5.44/year

There are no common gas facilities and all gas costs are an individual expense. Combined utility purveyor commodity and delivery costs with several averaging assumptions were applied to derive at the single unit and common area cost for

each utility. The calculations include many assumptions on the amount of appliances and common use. It is not possible to predict how closely the estimated costs will reflect the actual costs for providing water, sewer and electricity to the individual and common spaces during the first year of operation, in part because such costs will vary with the levels of consumption, the unit price for water and electric, weather and any conservation measures adopted by the owners, residents and staff. It is believed that the projected figures should be sufficient to cover the cost of water, sewer and electricity during the first year of operation. However, the prices for utilities such as water and electricity have been highly volatile and unpredictable. No budgeted item is warranted.

The cost factor of 6.5% added to each item in the estimate is based on a utility sales tax rate of 2.5% (simplified average) and an inflation factor of 4.0% over the next year. All Residential Units have their own individual electric meters, as well as there being a separate electric meter for general common elements. The budget is for the cost of electricity for general common elements only and does not include the cost for electricity use in each Residential Unit, which shall be separately metered and billed directly to each Residential Unit Owner.

It is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation due to the level of consumption being an estimate. Many factors affect the cost of electricity, gas (where applicable), and water and rates may increase as a result.

Purchasers should refer to Schedule B-1 as to individual utility costs.

4. **WATER CHARGES/SEWER RENTS**

Based on the letter dated April 2, 2026, from R & W/Engineers, P.C., 380 Townline Road, Hauppauge, New York as follows:

Water Consumption: (Does not include sewer charge)

New York City charge = $5.05/100 cubic feet or $5.05/748 gallons

Water Usage: 225 gpd/Unit between 601 and 2,000 sf
0.04 gpd/sf common use area
Common Area = 1,350 sf (approximate)

Residential Water Use = {(225 gpd/unit x 4 units) + (0.04 gpd/sf x 1,350 sf)} x 365 days/yr x $5.05/748 gal x 1.065 = $2,503.69/year

Sewage Charge:

New York City charge = $8.02/100 cubic feet or $8.02/748 gallons

Sewage Charge Based on Water Usage: 225 gpd/Unit between 601 and 2,000 sf
0.04 gpd/sf common use area

Sewer Charge = {(225 gpd/unit x 4 units) + (0.04 gpd/sf x 1,350 sf)} x 365 days/yr x $8.02/748 gal x 1.065 = $3,976.16/year

The foregoing estimates include an inflation factor of 6.5%. Projected rates are not guaranteed, and it must be expected that these rates may increase with the passage of time and could be affected by many factors, which are beyond the control of the Sponsor. Actual consumption will be metered and will vary based on the personal needs of the occupants and weather conditions.

5. **BUILDING REPAIRS, MAINTENANCE**

It is anticipated that no general repairs or maintenance will be required to maintain the public areas for the first year of Condominium operation, with the only foreseen expenses at this time consisting of cleaning, painting of public halls and ceiling, waxing floors and polish. Individual Residential Unit Owners will be responsible for the following janitorial services: taking out household refuse for removal by the New York City Department of Sanitation and sweeping, vacuuming, mopping and/or dusting the Common Elements immediately in front of their Residential Unit (i.e., the entranceway, etc.).

The Board of Managers shall be responsible for all other routine maintenance, including removal of any common refuse, sweeping, vacuuming, mopping and/or dusting of Common Elements that are not the responsibility of individual Residential Unit Owners, replacement of non-functioning common light bulbs and inspection and maintenance common fire alarms. Such services will be contracted for and performed by independent contractors who are not employees of the Condominium on an as-needed basis. The level of staffing complies with all applicable housing or labor laws for this Condominium, given the Condominium contains a total of four (4) Residential Units and on-site or proximately located janitorial/superintendent services are required for New York City buildings containing nine (9) or more units. After the first year of Condominium operation, general repairs and/or maintenance will likely be required, and Residential Unit Owners should expect this budgetary line item to increase in the future.

The budgeted figure does not include improvements and repairs to, maintenance of, or supplies for individual Residential Units. Each individual Residential Unit Owner is responsible for improvements and repairs to, maintenance of, and supplies for their Residential Unit and any Individual Residential Unit's Limited Common Elements that are not the obligation of the Condominium, restricted to their use and subject to the requirements contained in the Declaration of Condominium and By-Laws. In addition, this line item does not include the costs of repairs, hardware supplies, painting, or extermination for the interior of Residential Units, which are the sole responsibility of each Residential Unit Owner.

6. **INSURANCE**

The budget figure for insurance is based on an estimate dated March 27, 2026, provided by Brooklyn Brokerage, Corp., 383 Kingston Avenue, Suite 165, Brooklyn, New York, as follows:

Condo/Dwelling Fire Policy, Location: 82 Sterling Place, Brooklyn, NY, 11217

Valuation: RCV / Special Form
Co-Insurance: NIL
Building Limit: $2,000,000
Business Income/Maintenance: $100,000
Equipment Breakdown / Boiler & Machinery: Included
Ordinance or Law Coverage A: Included
Ordinance or Law Coverage B & C: 10%
Flood & Quake: $1,000,000
Deductible: $10,000
Flood & Quake Deductible: $25,000

Commercial General Liability

Limits of Liability
Occurrence: $1,000,000
General Aggregate: $2,000,000
Products Completed Operations: $2,000,000
Personal and Advertising Injury: $1,000,000
Damages to Premises Rented to You: $100,000
Med-Pay: $5,000
Non-Owned Auto & Hired Car: $1,000,000
Water Damage & Elevator Collision: Included
Annual Premium: $6,500

Commercial General Liability

Limits of Liability
Occurrence: $1,000,000
General Aggregate: $1,000,000
Deductible: $10,000
Annual Premium: $1,000

Directors & Officers

Limits of Liability: $1,000,000
Annual Premium: $500

Fidelity/Crime

Limits of Liability: $300,000
Annual Premium: $300

Total Annual Premium: $8,300

The above-described insurance is believed to be adequate to replace the Building in the event of a total loss, as further described below.

The coverage amount stated above for casualty insurance is based on a full replacement value of $400/square foot and includes an estimated inflation rider of 2%. The Condominium Board of Managers should review said amount annually. The above quotation does not include workers compensation insurance, which may be obtained at additional expense to the Condominium.

The coverage amount limit stated above for casualty insurance is based on full replacement value and should be sufficient to avoid the effects of co-insurance. The fire, casualty and general liability insurance policies must provide that (i) each Residential Unit Owner is an additional insured with respect to Common Areas; (ii) there will be no cancellation without notice to the Condominium Board; (iii) the right to subrogation against Residential Unit Owners is waived; (iv) the defense of invalidity because of acts of the insured and Residential Unit Owners is waived; and (v) any right to a pro-rata reduction if a Residential Unit Owner obtains separate or additional coverage is waived.

The above coverage will be in place prior to or simultaneously with the closing of the first Residential Unit in the Condominium.

No coverage is provided for fire and casualty losses to the contents of each Residential Unit, nor does the coverage take into account any future replacements or additions to the Residential Units or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Residential Unit Owner is included in the coverage provided above for occurrences not within the Common Elements. Prospective Purchasers must obtain insurance against liability and fire and casualty losses with respect to the contents of each Residential Unit and Common Elements which are the responsibility of individual Residential Unit Owners.

Inflationary increases in property values and other changes in the exposures of property make it necessary to periodically review and update the coverage detailed above.

IN RECENT YEARS, PREMIUMS FOR INSURANCE (ESPECIALLY FIRE AND LIABILITY INSURANCE) HAVE INCREASED SUBSTANTIALLY. IT IS NOT POSSIBLE TO PREDICT WHETHER FUTURE PREMIUMS WILL CONTINUE TO INCREASE OR WILL LEVEL OFF. NO REPRESENTATION IS MADE REGARDING THE ACTUAL COST OF INSURANCE AT THE TIME OF CLOSING. PURCHASERS ARE ADVISED TO PROCURE THEIR OWN FIRE AND

LIABILITY COVERAGE FOR THE INTERIOR OF THE RESIDENTIAL UNIT AND THE PURCHASER'S PERSONAL AFFECTS.

7. MANAGEMENT FEE

The Condominium will initially be self-managed by the Board of Managers. The Board of Managers will be responsible for bookkeeping, billing, contracting for essential services, maintaining insurance on the premises and procuring a yearly financial statement. In the event the Board of Managers hires a Managing Agent at the end of the first year of operation, the budget will increase accordingly. No representation is made as to the cost, terms or availability of a third-party Managing Agent. Notwithstanding said fact, a Condominium of this size may ultimately determine there is a need to hire a Managing Agent. The current costs for a managing agent to manage a Condominium of this size may vary from approximately $1,000 to approximately $2,000 per annum per Residential Unit.

The Sponsor has not entered into any management agreement to provide for management of the Condominium for the first year of operation and there is no fee for a managing agent in the proposed budget for the first year of operation of the Condominium. During the Sponsor Control Period, the Sponsor will be in control of the Board of Managers and will de facto manage the Condominium. The Sponsor will not charge a fee for managing the Condominium for the first year of operation. However, in the event that Sponsor is still in control of the Condominium after the first year of operation, Sponsor reserves the right to charge a fee of not more than $8,000 per year in total for its services in managing the Condominium. This additional charge shall increase the Common Charges for Unit Owners.

8. ACCOUNTING/LEGAL

The budgeted accounting costs are based on a fee quotation dated March 26, 2026, provided by Frendel, Brown & Weissman LLP, CPAs, 655 Third Avenue, Suite 1400, New York, New York, of $4,000 for preparation of the Condominium's tax returns and certification of yearly financial statements.

The budgeted legal costs are based on an estimate provided by Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, 9th Floor, East Meadow, New York, on April 1, 2026. Sponsor has budgeted a small allocation of $750 for legal fees for the first year of operation, to be used by the Board of Managers when consulting with an attorney of their selection to review contracts and collect delinquent charges. The cost of litigation or other legal services, if any, would be additional.

9. CONTINGENCY

The budgeted figure is allocated for contingent costs or expenses that may exceed the estimated operating budget.

10. **RESERVES**

The Sponsor has estimated reserves for major capital improvements at approximately fifteen percent (15%) of the estimated operating budget. Said amount should be sufficient to comply with Fannie Mae and FHA guidelines, but Sponsor makes no representation regarding the Condominium's compliance with any other requirements of Fannie Mae and/or FHA. It shall be the obligation of the Board of Managers to collect and utilize this Reserve fund strictly and solely for capital expenditures for the Common Elements of this Condominium regime.

No representation is made that the Reserve Fund line item will be adequate for future expenses including repairs or replacements of Common Elements during the first five (5) years of the Condominium. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Residential Unit Owners, collect a Special Assessment from each Residential Unit Owner or borrow money for such repairs or replacements.

IN THE OPINION OF FAIRWAY REALTY GROUP, INC. (SET FORTH IN "CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET," IN PART II OF THIS OFFERING PLAN), THE PROJECTED RECEIPTS APPEAR REASONABLE AND ADEQUATE BASED ON PRESENT PRICES (ADJUSTED TO REFLECT CONTINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE RESIDENTIAL UNITS SIMILARLY SITUATED) TO MEET THE ESTIMATED EXPENSES FOR THEIR FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING JANUARY OF 2027. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A WARRANTY THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN SAID BUDGET. IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

VII. SCHEDULE B-1

The projected energy costs for the individual Residential Units have been provided by R & W / Engineers, P.C., 380 Townline Road, Suite 150, Hauppauge, New York, as per projections in the attached letter dated April 2, 2026. Con Edison Electric costs are based on an estimated rate of $0.28/KWH (Simplified Delivery & Supply), and National Grid Natural Gas costs are based on a rate of $3.00/therm (Simplified Delivery & Supply), as projected by R & W / Engineers, P.C. below:

Residential Unit #1: One Bedroom, One Full and One-Half Bathrooms

Electric:

Refrigerator (Miele): 50KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = $178.92/year

Dish Washer (Frigidaire): 20 KWH/month x 12 months x $0.28/KWH x 1.065 = $71.57/year

Microwave/Exhaust (KitchenAid): 1 KWH (assumed) x 20 hrs/mo x 12 mo/yr x $0.28/KWH x 1.065 = $71.57/year

Clothes Washer (LG WM2233HW): 8.75 KWH/month (6 loads/week assumed) x 12 months x $0.28/KWH x 1.065 = $31.42/year

Small Appliances & Lighting: 1.00 KW/dy x 10 hrs/day x 365 days x $0.28/KWH x 1.065 = $1,088.43/year

Bathroom Exhaust Fans: 2 Fans x 75 W x 0.75 hr/day x 365 days x $0.28/KWH/1,000 x 1.065 = $18.37/year

Kitchen Exhaust Fan: 75 W x 0.5 hrs/day x 180 days x $0.28/KWH/1,000 x 1.065 = $2.01/year

Heating (60k BTU Total): 60k BTU x 0.000291 KW/BTU x 2.5 Hrs/Day (average) x 210 dys/yr x $0.28/KWH x 1.065 = $2,733.45/year

Cooling (60k BTU): 60k BTU x 0.000291 KW/BTU x 3.75 Hrs/Day (average) x 120 dys/yr x $0.28/KWH x 1.065 = $2,342.96/year

Outdoor Recreation Area Lighting: 0.0015 KW/sf x (829 sf x 2 hr/day (average) x 180 days x $0.28/KWH x 1.065 = $206.82/year

Natural Gas:

Wall Oven (Kitchen Aid): 0.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $19.17/year

Cooktop (Kitchen Aid): 2.25 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $86.27/year

Clothes Dryer (LG DLG3744W): 4.75 (assumed @ 6 loads/week) therms/month x 12 months/yr x $3.00/therm x 1.065 = $118.12/year

Hot Water Heater (Alliance AL70SL): 10.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $402.57/year

Boiler (Burnham 204NCL-TE12) 1.05 therms x 2.5Hrs/Day (average) x 210 dys/yr x $3.00/therm x 1.065 = $1,761.24/year

Residential Unit #2: Three Bedrooms, Two Full Bathrooms

Electric

Refrigerator (Frigidaire): 50KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = $178.92/year
Dish Washer (Maytag MDB4949SHZ): 20 KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = $71.57/year
Microwave/Exhaust (Frigidaire): 1 KWH (assumed) x 20 hrs/mo x 12 mo/yr x $0.28/KWH x 1.065 = $71.57/year
Clothes Washer (Frigidaire ATF6700FS1): 14.91 KWH/month (6 loads/week assumed) x 12 months x $0.28/KWH x 1.065 = $53.35/year
Small Appliances & Lighting: 0.90 KW/dy x 10 hrs/day x 365 days x $0.28/KWH x 1.065 = $979.59/year
Bathroom Exhaust Fans: 2 Fans x 75 W x 1.25 hr/day x 365 days x $0.28/KWH/1,000 x 1.065 = $20.41/year
Kitchen Exhaust Fan: 75 W x 0.5 hrs/day x 180 days x $0.28/KWH/1,000 x 1.065 = $2.01/year
Heating (36k BTU): 36k BTU x 0.000291 KW/BTU x 2.5 Hrs/Day (average) x 210 dys/yr x $0.28/KWH x 1.065 = $1,640.07/year
Cooling (36k BTU): 36k BTU x 0.000291 KW/BTU x 3.75 Hrs/Day (average) x 120 dys/yr x $0.28/KWH x 1.065 = $1,405.77/year

Natural Gas:

Range (Frigidaire): 2.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $95.85/year
Clothes Dryer (Frigidaire AG06700FS2): 4.75 (assumed @ 6 loads/week) therms/month x 12 months/yr x $3.00/therm x 1.065 = $118.12/year
Hot Water Heater (Alliance AL50SL): 9.15 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $350.81/year
Boiler (Burnham 204NCL-TE12) 1.05 therms x 2.5Hrs/Day (average) x 210 dys/yr x $3.00/therm x 1.065 = $1,761.24/year

Residential Unit #3: Three Bedrooms, Two Full Bathrooms

Electric

Refrigerator (Frigidaire): 50KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = $178.92/year
Dish Washer (Frigindaire): 20 KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = $71.57/year
Microwave/Exhaust (Frigidaire): 1 KWH (assumed) x 20 hrs/mo x 12 mo/yr x $0.28/KWH x 1.065 = $71.57/year
Clothes Washer (LG WM3600HVA): 8.75 KWH/month (6 loads/week assumed) x 12 months x $0.28/KWH x 1.065 = $31.42/year

Small Appliances & Lighting: 0.90 KW/dy x 10 hrs/day x 365 days x $0.28/KWH x 1.065 = $979.59/year
Bathroom Exhaust Fans: 2 Fans x 75 W x 1.25 hr/day x 365 days x $0.28/KWH/1,000 x 1.065 = $20.41/year
Kitchen Exhaust Fan: 75 W x 0.5 hrs/day x 180 days x $0.28/KWH/1,000 x 1.065 = $2.01/year
Heating (36k BTU): 36k BTU x 0.000291 KW/BTU x 2.5 Hrs/Day (average) x 210 dys/yr x $0.28/KWH x 1.065 = $1,640.07/year
Cooling (36k BTU): 36k BTU x 0.000291 KW/BTU x 3.75 Hrs/Day (average) x 120 dys/yr x $0.28/KWH x 1.065 = $1,405.77/year
Outdoor Recreation Area Lighting: 0.0015 KW/sf x (18 sf x 3 hrs/day (average) x 180 days x $0.28/KWH x 1.065 = $4.35/year

Natural Gas:

Range (Samsung): 2.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $95.85/year
Clothes Dryer (LG DLG3601VW): 6.5 (assumed @ 6 loads/week) therms/month x 12 months/yr x $3.00/therm x 1.065 = $249.21/year
Hot Water Heater (Alliance AL50SL): 9.15 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $350.81/year
Boiler (Burnham 204NCL-TE12) 1.05 therms x 2.5Hrs/Day (average) x 210 dys/yr x $3.00/therm x 1.065 = $1,761.24/year

Residential Unit #4: Three Bedrooms, Two Full Bathrooms

Electric

Refrigerator (Frigidaire): 50KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = $178.92/year
Dish Washer: 20 KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = $71.57/year
Microwave/Exhaust (Frigidaire): 1 KWH (assumed) x 20 hrs/mo x 12 mo/yr x $0.28/KWH x 1.065 = $71.57/year
Clothes Washer (LG): 8.75 (assumed) KWH/month (6 loads/week assumed) x 12 months x $0.28/KWH x 1.065 = $31.42/year
Small Appliances & Lighting: 0.90 KW/dy x 10 hrs/day x 365 days x $0.28/KWH x 1.065 = $979.59/year
Bathroom Exhaust Fans: 2 Fans x 75 W x 1.25 hr/day x 365 days x $0.28/KWH/1,000 x 1.065 = $20.41/year
Kitchen Exhaust Fan: 75 W x 0.5 hrs/day x 180 days x $0.28/KWH/1,000 x 1.065 = $2.01/year
Heating (36k BTU): 36k BTU x 0.000291 KW/BTU x 2.0 Hrs/Day (average) x 210 dys/yr x $0.28/KWH x 1.065 = $1,312.06/year
Cooling (36k BTU): 36k BTU x 0.000291 KW/BTU x 3.0 Hrs/Day (average) x 120 dys/yr x $0.28/KWH x 1.065 = $1,124.62/year

Outdoor Recreation Area Lighting: 0.0015 KW/sf x (18 sf x 3 hrs/day (average) x 180 days x $0.28/KWH x 1.065 = $4.35/year
Natural Gas: Range (Frigidaire): 2.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $95.85/year Clothes Dryer (LG DLG2141W): 4.75 (assumed @ 6 loads/week) therms/month x 12 months/yr x $3.00/therm x 1.065 = $118.12/year Hot Water Heater (Alliance AL50SL): 9.15 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = $350.81/year Boiler (Burnham 204NCL-TE12) 1.05 therms x 2.5Hrs/Day (average) x 210 dys/yr x $3.00/therm x 1.065 = $1,761.24/year

Combined utility purveyor commodity and delivery costs with several averaging assumptions were applied to derive at the single unit and common area cost for each utility. The calculations include many assumptions on the amount of appliances and common use. It is not possible to predict how closely the estimated costs will reflect the actual costs for providing water, sewer and electricity to the individual and common spaces during the first year of operation, in part because such costs will vary with the levels of consumption, the unit price for water and electric, weather and any conservation measures adopted by the owners, residents and staff. It is believed that the projected figures should be sufficient to cover the cost of water, sewer and electricity during the first year of operation. However, the prices for utilities such as water and electricity have been highly volatile and unpredictable. No budgeted item is warranted.

The cost factor of 6.5% added to each item in the estimate is based on a utility sales tax rate of 2.5% (simplified average) and an inflation factor of 4.0% over the next year. All Residential Units have their own individual electric meter, as well as there being a separate electric meter for the common area. The budget is for the cost of the electricity in the common area only and does not include the cost for electricity use in each Residential Unit, which shall be separately metered and billed directly to each Residential Unit Owner.

It is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation due to the level of consumption being an estimate. Many factors affect the cost of electricity, gas (where applicable), and water and rates may increase as a result. Actual costs may vary depending upon the hours of use, thermostat settings and proper maintenance. These cost figures are estimates and are not intended as guarantees.

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

rate. The projected rates are not guaranteed, and it must be expected that these rates may increase with the passage of time and could be affected by many factors, which are beyond the control of the Sponsor. Actual consumption will be metered and will vary based on the personal needs of the occupants and weather conditions.

Although the Sponsor has an obligation to provide accurate information to Prospective Purchasers, factors beyond its control may substantially affect the cost of electricity after the purchase of a Residential Unit or in subsequent years. Sponsor represents however, that it has followed the plans and specifications provided by the manufacturer of the appliances together with the recommendation of the manufacturer and other experts to enable these items of equipment to operate at optimum efficiency at the lowest cost. Further, it has not been induced to select the appliances etc., described herein on the basis of any financial inducement other than the cooperative advertising and price of the system made to it by the manufacturer or distributor of the system or by the supplier of energy to be used in connection therewith or by any of their agents or employees. Although Sponsor is of the opinion the amounts set forth in Schedule B-1 appear reasonable and adequate under existing circumstances to meet the reasonably anticipated costs to provide utility services to the Residential Units, no item is warranted as to its accuracy, sufficiency or otherwise.

R & W / Engineers, P.C.
380 Townline Road – Suite 150
Hauppauge, New York 11788

Larry A. Rubinson, P.E.
Michael L. Williams, P.E.

(631) 969-8535
Fax: 969-8518

April 2, 2026

82 Sterling Place Condominium
82 Sterling Place
Brooklyn, NY 11217

Attn: Mr. Matteo Boria

Re: 82 Sterling Place Condominium, Brooklyn, NY
Water, Sewer, Electric and Natural Gas Utility Budgets

Dear Mr. Boria:

Per your request, we prepared the following annual individual unit and common utility consumption (electric, gas, sewer and water) estimates and anticipated present day costs. The cost factor of 6.5% added to each item is based on a utility sales tax rate of 2.5% (simplified average) and an inflation factor of 4.0% over the next year. The project Sponsor indicates that the New York City Water Board is the water purveyor, Consolidated Edison will provide electric and National Grid will be the natural gas purveyor. The NYC DEP provides the sanitary connection. The sewerage charge is based on the water use. The building contains four (4) residential units.

The building consists of a cellar and four (4) stories above grade. The cellar has a boiler and water heater room, utilities (gas, electric and water meters) and a portion of Unit 1. The first floor contains the common entrance lobby and Unit No.1. The second, third and fourth floors each contain an exit stair and an individual residential unit. The building common area is 1,350 sf.

The four residential units are as follows:

Unit 1: 1 Bedroom, 1 & 1/2 Baths	1,766 SF	829 SF Rear Yard
Unit 2: 3 Bedroom, 2 Full Baths	1,075 SF	
Unit 3: 3 Bedroom, 2 Full Baths	1,074 SF	18 SF Balcony
Unit 4: 3 Bedroom, 2 Full Baths	1,074 SF	18 SF Balcony

This letter report is based on information contained on building plans of the proposed construction signed and stamped by Paul Christakos, R.A. and the "Description of Property and Specifications". Utility rates include supply and deliver in simplified format. It is assumed that the utilities will be metered as follow:

Electric:
Residential units will be separately metered for electricity. A separate electric meter will be provided for common area uses. Electricity is provided by Consolidated Edison Company.

Natural Gas:
National Grid will provide gas to the building for furnace, stoves, close dryer and hot water heaters. The building will have four (4) gas meters, one for each residential unit.

Water and Sewer:
The City of New York will provide water and sewer services to the building. Water and sewer charges will be commonly metered.

Water Consumption: (Does not include sewer charge)
New York City charge = $5.05/100 cubic feet or $5.05/748 gallons

Water Usage: 225 gpd/Unit between 601 and 2,000 sf
0.04 gpd/sf common use area
Common Area = 1,350 sf

Residential Water Use = {(225 gpd/unit x 4 units) + (0.04 gpd/sf x 1,350 sf)} x 365 dys/yr x $5.05/748 gal x 1.065 = **$2,503.69/year**

Sewage Charge:
New York City charge = $8.02/100 cubic feet or $8.02/748 gallons

Sewage Charge Based on Water Usage: 225 gpd/Unit between 601 and 2,000 sf
0.04 gpd/sf common use area

Sewer Charge = {(225 gpd/unit x 4 units) + (0.04 gpd/sf x 1,350 sf)} x 365 dys/yr x $8.02/748 gal x 1.065 = **$3,976.16/year**

Electric Costs
Con Edison Electric costs are based on a rate of $0.28/KWH (Simplified Delivery & Supply)

Natural Gas Costs
National Grid Natural Gas costs are based on a rate of $3.00/therm (Simplified Delivery & Supply)

Unit 1: One Bedrooms, One Full and One Half Baths Residential Electric & Gas Costs:
Electric
Refrigerator (Miele): 50KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = **$178.92/year**
Dish Washer (Frigidaire): 20 KWH/month x 12 months x $0.28/KWH x 1.065 = **$71.57/year**
Microwave/Exhaust (KitchenAid): 1 KWH (assumed) x 20 hrs/mo x 12 mo/yr x $0.28/KWH x 1.065 = **$71.57/year**
Clothes Washer (LG WM2233HW): 8.75 KWH/month (6 loads/week assumed) x 12 months x $0.28/KWH x 1.065 = **$31.42/year**
Small Appliances & Lighting: 1.00 KW/dy x 10 hrs/day x 365 days x $0.28/KWH x 1.065 = **$1,088.43/year**
Bathroom Exhaust Fans: 2 Fans x 75 W x 0.75 hr/day x 365 days x $0.28/KWH/1,000 x 1.065 = **$18.37/year**
Kitchen Exhaust Fan: 75 W x 0.5 hrs/day x 180 days x $0.28/KWH/1,000 x 1.065 = **$2.01/year**
Heating (60k BTU Total): 60k BTU x 0.000291 KW/BTU x 2.5 Hrs/Day (average) x 210

dys/yr x $0.28/KWH x 1.065 = **$2,733.45/year**
Cooling (60k BTU): 60k BTU x 0.000291 KW/BTU x 3.75 Hrs/Day (average) x 120 dys/yr x $0.28/KWH x 1.065 = **$2,342.96/year**
Out-door Recreation Area Lighting: 0.0015 KW/sf x (829 sf x 2 hr/day (average) x 180 days x $0.28/KWH x 1.065 = **$206.82/year**
Natural Gas:
Wall Oven (Kitchen Aid): 0.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$19.17/year**
Cooktop (Kitchen Aid): 2.25 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$86.27/year**
Clothes Dryer (LG DLG3744W): 4.75 (assumed @ 6 loads/week) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$118.12/year**
Hot Water Heater (Alliance AL70SL): 10.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$402.57/year**
Boiler (Burnham 204NCL-TE12) 1.05 therms x 2.5Hrs/Day (average) x 210 dys/yr x $3.00/therm x 1.065 = **$1,761.24/year**

Unit 2: Three Bedrooms, Two Full Baths Residential Electric & Gas Costs:
Electric
Refrigerator (Frigidaire): 50KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = **$178.92/year**
Dish Washer (Maytag MDB4949SHZ): 20 KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = **$71.57/year**
Microwave/Exhaust (Frigidaire): 1 KWH (assumed) x 20 hrs/mo x 12 mo/yr x $0.28/KWH x 1.065 = **$71.57/year**
Clothes Washer (Frigidaire ATF6700FS1): 14.91 KWH/month (6 loads/week assumed) x 12 months x $0.28/KWH x 1.065 = **$53.35/year**
Small Appliances & Lighting: 0.90 KW/dy x 10 hrs/day x 365 days x $0.28/KWH x 1.065 = **$979.59/year**
Bathroom Exhaust Fans: 2 Fans x 75 W x 1.25 hr/day x 365 days x $0.28/KWH/1,000 x 1.065 = **$20.41/year**
Kitchen Exhaust Fan: 75 W x 0.5 hrs/day x 180 days x $0.28/KWH/1,000 x 1.065 = **$2.01/year**
Heating (36k BTU): 36k BTU x 0.000291 KW/BTU x 2.5 Hrs/Day (average) x 210 dys/yr x $0.28/KWH x 1.065 = **$1,640.07/year**
Cooling (36k BTU): 36k BTU x 0.000291 KW/BTU x 3.75 Hrs/Day (average) x 120 dys/yr x $0.28/KWH x 1.065 = **$1,405.77/year**
Natural Gas:
Range (Frigidaire): 2.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$95.85/year**
Clothes Dryer (Frigidaire AG06700FS2): 4.75 (assumed @ 6 loads/week) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$118.12/year**
Hot Water Heater (Alliance AL50SL): 9.15 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$350.81/year**
Boiler (Burnham 204NCL-TE12) 1.05 therms x 2.5Hrs/Day (average) x 210 dys/yr x $3.00/therm x 1.065 = **$1,761.24/year**

Unit 3: Three Bedrooms, Two Full Baths Residential Electric & Gas Costs:
Electric
Refrigerator (Frigidaire): 50KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = **$178.92/year**
Dish Washer (Frigindaire): 20 KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = **$71.57/year**
Microwave/Exhaust (Frigidaire): 1 KWH (assumed) x 20 hrs/mo x 12 mo/yr x $0.28/KWH x 1.065 = **$71.57/year**
Clothes Washer (LG WM3600HVA): 8.75 KWH/month (6 loads/week assumed) x 12 months x $0.28/KWH x 1.065 = **$31.42/year**
Small Appliances & Lighting: 0.90 KW/dy x 10 hrs/day x 365 days x $0.28/KWH x 1.065 = **$979.59/year**
Bathroom Exhaust Fans: 2 Fans x 75 W x 1.25 hr/day x 365 days x $0.28/KWH/1,000 x 1.065 = **$20.41/year**
Kitchen Exhaust Fan: 75 W x 0.5 hrs/day x 180 days x $0.28/KWH/1,000 x 1.065 = **$2.01/year**
Heating (36k BTU): 36k BTU x 0.000291 KW/BTU x 2.5 Hrs/Day (average) x 210 dys/yr x $0.28/KWH x 1.065 = **$1,640.07/year**
Cooling (36k BTU): 36k BTU x 0.000291 KW/BTU x 3.75 Hrs/Day (average) x 120 dys/yr x $0.28/KWH x 1.065 = **$1,405.77/year**
Out-door Recreation Area Lighting: 0.0015 KW/sf x (18 sf x 3 hrs/day (average) x 180 days x $0.28/KWH x 1.065 = **$4.35/year**
Natural Gas:
Range (Samsung): 2.5 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$95.85/year**
Clothes Dryer (LG DLG3601VW): 6.5 (assumed @ 6 loads/week) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$249.21/year**
Hot Water Heater (Alliance AL50SL): 9.15 (assumed) therms/month x 12 months/yr x $3.00/therm x 1.065 = **$350.81/year**
Boiler (Burnham 204NCL-TE12) 1.05 therms x 2.5Hrs/Day (average) x 210 dys/yr x $3.00/therm x 1.065 = **$1,761.24/year**

Unit 4: Three Bedrooms, Two Full Baths Residential Electric & Gas Costs:
Electric
Refrigerator (Frigidaire): 50KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = **$178.92/year**
Dish Washer: 20 KWH/month (assumed) x 12 months x $0.28/KWH x 1.065 = **$71.57/year**
Microwave/Exhaust (Frigidaire): 1 KWH (assumed) x 20 hrs/mo x 12 mo/yr x $0.28/KWH x 1.065 = **$71.57/year**
Clothes Washer (LG): 8.75 (assumed) KWH/month (6 loads/week assumed) x 12 months x $0.28/KWH x 1.065 = **$31.42/year**
Small Appliances & Lighting: 0.90 KW/dy x 10 hrs/day x 365 days x $0.28/KWH x 1.065 = **$979.59/year**
Bathroom Exhaust Fans: 2 Fans x 75 W x 1.25 hr/day x 365 days x $0.28/KWH/1,000 x 1.065 = **$20.41/year**

CERTILMAN BALIN
ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
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VIII. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

August 4, 2026

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

Re: **82 Sterling Place Condominium**

Gentlepeople:

The Sponsor of the Condominium Offering Plan for the captioned property has retained this office to review the Percentage of Common Interest applied to the Residential Units contained in Schedule A of the Offering Plan.

Our experience includes the preparation of hundreds of Condominium Offering Plans and legal representation of numerous Condominium Boards of Managers in the State of New York for over thirty (30) years.

In reviewing said Schedule A, the Percentage of Common Interest for each Residential Unit as contained therein has been determined based upon the 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

I hereby authorize inclusion of this opinion in the Offering Plan for this Condominium to be filed with the Department of Law.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
Darren Stakey, Partner

IX. CHANGES IN PRICES AND UNITS

The prices for these Condominium interests may be changed from those set forth in this Offering Plan so that Purchasers may pay different prices for similar interests. No such change will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Offering Plan at any time during the offering where a reduction in sales prices does not constitute a general offering but is rather the result of an individually-negotiated Residential Unit purchase. All changes in prices which are an across the board increase or decrease affecting one (1) or more lines of Residential Units or models or is to be advertised or is a price increase for an individual Purchaser will be done by a duly filed amendment to the Offering Plan.

The Sponsor further reserves the right, but not the obligation, to negotiate with a Purchaser on an individual basis in connection with all aspects of the Purchase Price, including but not limited to: upgrades to the Residential Unit or the fixtures or equipment contained therein or credits or allowances for fixtures or equipment; extension of period to secure financing; payment of all or part of a Purchaser's acquisition or financing costs such as, but not limited to: origination fees and commitment fees; any and all other costs relating to the cost of acquiring title to a Residential Unit; maintenance subsidies, rebates or other costs associated with maintaining a Residential Unit as a credit against the Purchase Price or payable on a periodic basis or any other manner as is negotiated between the parties; promotional gifts on purchase of a Residential Unit and application of rent toward the Purchase Price. As a result, a Purchaser may receive different terms as other Purchasers for a similar Residential Unit. Furthermore, the Sponsor reserves the right to amend the Offering Plan from time to time to add and/or delete negotiable terms or at its sole option to expand the applicability of such negotiable terms to some or all Purchasers pursuant to Section 352-e of the General Business Law.

Sponsor will not make any changes in the size or number of Residential Units and/or their respective Percentage of Common Interest and no material change will be made in the size or quality of Common Elements, except by amendment to the Offering Plan and to the Declaration of Condominium (if the Declaration of Condominium was filed prior to such change). Sponsor reserves the right to change the components and features of each Residential Unit as long as the percentage of Common Interest for the Residential Units is not affected and there is no Purchase Agreement in effect for said Residential Unit, and as long as the Sponsor does not change the total number of Residential Units being offered for sale or the total number of Buildings in the Condominium.

Unless an affected Purchaser consents, no material change will be made in Residential Unit size, layout, or Percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential Unit.

The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify an immaterial increase or decrease in the aggregate Percentage of Common Interest appurtenant to Residential Units. In such event, the Percentage of Common Interest appurtenant to each individual Residential Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to affect an immaterial change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. Notwithstanding, unless an affected Purchaser consents, no material change will be made in the Percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential Unit and the Purchaser is not in default. There is a rebuttable presumption that a change of five (5%) percent or less of a Unit's square footage may be immaterial; however, there is no such presumption regarding a change in Common Interest.

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.

X. INTERIM LEASES

The Sponsor will not enter into interim leases with Purchasers for Residential Units prior to Closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the Deposit (and any interest earner thereon, if applicable) plus the costs incurred by Sponsor for any Extras paid for by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras.

XI. PROCEDURE TO PURCHASE

The Sponsor hereby offers for sale the Residential Units in the Condominium for occupancy in accordance with applicable municipal zoning regulations. Occupancy of the Residential Units or portion of a Residential Unit by a lessee or lessees of the Residential Unit Owner for the purposes set forth in this paragraph conform with the zoning regulations permitting renovation and construction of this Condominium.

The sales prices at which the Residential Units are being offered for sale are shown in detail in Schedule A. The Sponsor reserves the right to lower the sales prices and to negotiate other terms on an individual basis. All changes in prices which are an across the board increase or decrease affecting one or more lines of Residential Units or models or are to be advertised or is a price increase for an individual Purchaser will be done by a duly filed amendment to the Offering Plan. See Section IX of the Offering Plan. Any such change will not affect the Common Interest of the Residential Unit; however, some Purchasers may pay less or more or receive different terms for the same model of a Residential Unit.

Any person may accept Sponsor's offer to sell a Residential Unit by entering into a Purchase Agreement with the Sponsor. The Agreement provides that the Purchaser will purchase from the Sponsor a designated Residential Unit in the Condominium as described in the Declaration of Condominium creating such Condominium. A Purchaser will be afforded a minimum of three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement. To the extent there are any inconsistencies between the terms of the Purchase Agreement and the Offering Plan, the terms of the Offering Plan will govern.

Purchaser and Sponsor shall execute four (4) originals of the Purchase Agreement. Upon signing the Purchase Agreement, the Purchaser shall make a Deposit of up to ten percent (10%) of the Purchase Price of a Residential Unit but not less than $1,000, plus the cost of any Extras ordered by the Purchaser. Upon full payment of the balance of the Purchase Price and the balance of the cost of any Extras ordered and payable at the Closing, in cash or by mortgage proceeds, Purchaser will receive a bargain and sale deed with covenant against grantor's acts and containing the provisions set forth in Section 13, Subdivision 5, of the Lien Law, which will convey good and marketable title to the ownership of fee ownership in the Residential Unit and such Percentage of Common Interest in the Common Elements as is set forth on Schedule A, free and clear of all liens and encumbrances other than those set forth in Section XIV of the Offering Plan. Section 13, Subdivision 5, of the Lien Law provides, among other things, that the seller will receive the consideration for the conveyance as a trust fund to first pay for the cost of improvements. The Purchase Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with law, subject to the terms of this Offering Plan. After Purchaser delivers a fully executed Purchase Agreement with the required Deposit Sponsor must either return a fully executed Purchase Agreement within thirty (30) days to the Purchaser or reject the Purchase Agreement and refund the Deposit

monies. In the event the Sponsor does not act within said thirty (30) day period the Purchase Agreement will be deemed rejected by the Sponsor.

The Power of Attorney attached to the Purchase Agreement must be executed by Purchaser at the Closing of Title. Failure to execute the Power of Attorney will result in a default under the Purchase Agreement.

The Sponsor anticipates that Closing of the first Residential Unit will occur by January 1, 2027, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Residential Unit; or (ii) the projected date of Closing of Title to the first Residential Unit occurs later than December 31, 2027, twelve (12) months after the projected date of the first Closing. If the Offering Plan is amended to provide for a later projected date of the first Closing, Purchasers who enter into a Purchase Agreement subsequent to the acceptance date of the amendment will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. Purchasers must advise the Sponsor no later than the date provided in an amendment to the Offering Plan disclosing the later date but not less than fifteen (15) days from the date of the notice. However, if the first Residential Unit Closing occurs before January 1, 2028, the Sponsor may schedule the Closings of Title to other Residential Units significantly later than such date.

Each Purchaser's Purchase Agreement will contain an outside delivery date, as provided in the following paragraph. In the event Sponsor is unable to close title to a Residential Unit within said time frame a Purchaser will be entitled to the applicable provisions therein to rescind Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to a Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT.

With respect to the outside delivery date for each Residential Unit, Paragraph 5 of the Purchase Agreement provides that, in the event Sponsor is unable to convey title to a Purchaser's Residential Unit twelve (12) months after the proposed date of delivery set forth in the Purchase Agreement, the Purchaser shall have the option to cancel the Purchase Agreement and have the Deposit advanced by Purchaser returned to Purchaser. Purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option no later than fifteen (15) days after the twelve (12) month period of the proposed date of delivery set forth in the Purchase Agreement. Purchaser's failure to so notify Sponsor of Purchaser's intent to cancel Purchaser's Purchase Agreement due to Sponsor being unable to convey title to the Purchaser's Residential Unit within the twelve (12) month period shall be deemed a waiver of said provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. Sponsor's obligations with respect to the above dates are subject to Force Majeure. "Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure

or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor. In the event of a delay due to Force Majeure, the above time frames shall be tolled for the length of the period during which such performance was excused, and such tolling shall not entitle Purchaser to any credit, offset, or reduction in Purchase Price or to be relieved of any other obligation under the Purchase Agreement. However, none of Purchaser's rights under the applicable regulations promulgated by the Attorney General, Article 23-A of the General Business Law or under the Plan shall be abridged by virtue of Force Majeure, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency, or by executive order. Purchasers are specifically advised that the timing of the Closing of title to the Residential Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. **The Attorney General recommends that Purchasers consult with their attorney as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.**

In addition, each Purchase Agreement provides that, in the event the Sponsor makes a material amendment to the Offering Plan after the date of the applicable Purchase Agreement, including, but not limited to, a delay in closing of title to the first Residential Unit beyond twelve (12) months of the projected date therefor in the Offering Plan, the Purchaser may rescind and cancel the Purchase Agreement by forwarding written notice to Sponsor no later than fifteen (15) days after presentation of Sponsor's written notification that Purchaser has the right to rescind and cancel the Purchase Agreement at such time.

If Purchaser fails to appear and Close Title in accordance with the Purchase Agreement on the date and at the time and place stated in Sponsor's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor shall send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Time is of the Essence for Purchaser to cure such default within such thirty (30) day period, and the thirtieth (30th) day of such period will constitute the last date to comply with the terms of the Purchase Agreement. As used herein, the phrase "time is of the essence" means that a Purchaser's failure to strictly comply with Purchaser's obligations within the applicable time period will constitute a material breach of the Purchase Agreement, entitling the Sponsor to declare the Purchaser in default of the Purchase Agreement. In the event of such default, the Sponsor, in its sole discretion may thereupon terminate the Purchase Agreement. If Sponsor so elects to terminate the Purchase Agreement, Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any Extras, if any, in the Residential Unit ordered by the

Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Offering Plan.

After the Offering Plan is declared effective, the Sponsor will give each Purchaser who enters into a Purchase Agreement not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to the Residential Unit unless a Purchaser waives such thirty- (30) day notice. A form for such waiver is contained as Schedule D-3 to the Offering Plan.

The Purchase Agreement may not be assigned by Purchaser without the written consent of Sponsor. A $100 fee will apply to the assignment of any Purchase Agreement that is assigned with Sponsor's consent.

The risk of loss or damage to a Residential Unit by fire or any other cause until the delivery of the deed is assumed by the Sponsor. In the event of damage to a Residential Unit prior to a Purchaser taking occupancy the Sponsor will notify the Purchaser within ten (10) days of the damage taking place to advise the Purchaser as to whether or not it will repair the damage from a casualty or other cause and if to be repaired the estimated time frame of the repair. In the event the Sponsor elects not to do the repair, Sponsor will return Purchaser's Deposit and any Extras within ten (10) days of the notice to the Purchaser. Subsequent to the Closing of Title to a Residential Unit the Purchaser assumes all risk of loss to the Residential Unit.

A Purchaser will inspect Purchaser's Residential Unit with a representative of the Sponsor during normal business hours three (3) days prior to the Closing Date and will sign and deliver to Sponsor on or before the Closing Date a Pre-Title Inspection Statement supplied by Sponsor, acknowledging the condition in which Purchaser has received Purchaser's Residential Unit. Sponsor shall agree to complete any open items within six (6) months after Closing, weather and circumstances permitting.

The Purchase Agreement may not contain, or be modified to contain, a provision waiving purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law. Any conflict between the Purchase Agreement and the Offering Plan will be resolved in favor of the Offering Plan. The Purchase Agreement and Offering Plan comply with Section 71.a(3) of the New York Lien Law. Said statute provides that the initial advance of the Purchase Agreement be deposited in an escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in New York State. The escrow and trust fund provisions disclosed below complies with said statute.

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the Purchase Price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of their inability

to obtain a mortgage, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the Deposit (and any interest earner thereon, if applicable) plus the costs incurred by Sponsor for any Extras paid for by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras.

Neither the Purchase Agreement nor the Deposit or any payment given for Extras is a lien against the Property or the Residential Unit. Purchaser may not record the Purchase Agreement and will be in default if Purchaser records the Purchase Agreement.

Neither the Purchase Agreement nor any provisions thereof, can be orally changed, terminated or waived.

Pursuant to the terms of the Purchase Agreement, upon the occurrence of a Default to pay the balance of the Purchase Price or other obligations pursuant to the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, the Sponsor, in its sole discretion may thereupon terminate the Purchase Agreement. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any Extras, if any, in the Residential Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Offering Plan and the Purchase Agreement, and the Residential Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to the Purchaser for any of the proceeds for such sale.

Pursuant to Paragraph 35 of the Purchase Agreement, Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to the Purchase Agreement or the Plan, provided such waiver is not prohibited by any laws of the State of New York. In addition, the Purchase Agreement provides that Purchaser must pay, and shall be liable for, any and all court fees, including, without limitation, Sponsor's reasonable attorney fees, should Purchaser bring an action against Sponsor in any court of proper jurisdiction (including, without limitation, small claims court) and Sponsor is deemed the prevailing party in such dispute or action. Purchaser must further agree to waive the right to file a lis pendens if not filed within sixty (60) days of any cancellation of the Purchase Agreement. Any action or proceeding brought by either party to the Purchase Agreement against the other, directly or indirectly, arising out of the Purchase Agreement, shall be instituted in a court in Kings County, City and State of New York and all motions in any such action shall be made in Kings County, City and State of New York. Each Purchaser's consent to waive all rights to trial by jury shall survive Closing and delivery of the deed or any other termination of the Purchase Agreement. See Paragraph 35 of the Purchase Agreement.

The Residential Units can be purchased for all cash or may be purchased partly for cash and partly by mortgage. The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and the Purchaser will be obligated to pay the balance of the Purchase Price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of Purchaser's inability to obtain a mortgage Purchaser will be deemed in default of the Purchase Agreement and after Sponsor complies with the required notices may, at its option, retain as liquidated damages the Deposit (and any interest earned thereon, if applicable) plus Extras paid by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay, unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned, a Purchaser will be entitled to a return of all funds paid for Extras.

Sponsor must either return a fully executed Purchase Agreement within thirty (30) days to the Purchaser or reject the Purchase Agreement and refund the Deposit monies. In the event the Sponsor does not act within said thirty (30) day period the Purchase Agreement will be deemed rejected by the Sponsor. See Section XI of the Offering Plan.

The Offering Plan and Purchase Agreement provide that any conflict between the Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan.

A complete copy of the Purchase Agreement is contained in Part II of the Plan.

ESCROW AND TRUST FUND PROVISIONS

The Sponsor will comply with the escrow and trust fund requirements of General Business Law ("GBL") Sections 352-e(2-b) and 352-(h) and the Attorney General's regulations promulgated pursuant thereto as amended on November 14, 2012 as follows:

The Escrow Agent:

The law firm of Skolnick & Ben-Ezra, PLLC, 142 Joralemon Street, Suite 5C, Brooklyn, New York 11201, telephone number (718) 624-2240, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Jonathan C. Skolnick, Esq., Seth I. Ben-Ezra, Esq. and Todd Schwartz, Esq. are the signatories on the account. All such signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor its 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.

The Escrow Account:

The Escrow Agent has established the escrow account at Dime Community Bank, 898 Veterans Memorial Highway, Hauppauge, New York 11788 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Skolnick & Ben-Ezra, PLLC - IOLA" or will be a sub-account therein ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per Deposit. The maximum deposit insurance amount will be $250,000. Any Deposit in excess of $250,000 will not be insured. It is a Special Risk of this Offering Plan that if an individual makes a Deposit in excess of said amount for the purchase of a Residential Unit; the excess amount will not be federally insured. Purchasers should also note that if the Purchaser has any accounts with the Bank where the funds are being held, the funds in those accounts will count towards the $250,000 FDIC 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 Skolnick & Ben-Ezra, PLLC, as Escrow Agent.

Any Deposits made for Extras shall initially be deposited into the Escrow Account and released in accordance with the terms of a written agreement between Purchaser and Sponsor as provided for in Paragraph 13 of the Purchase Agreement.

The Escrow Account is an Interest-on-Lawyer Account ("IOLA") account consistent with Section 487 of the Judiciary Law of the State of New York. Pursuant to said law, all interest earned on the IOLA account will be paid to the State of New York.

The Purchase Agreement:

The Purchase Agreement is attached hereto as Schedule D in Part II of the Offering Plan. The relevant escrow trust fund provisions are included in Paragraph 29 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Purchaser shall be required to complete the Tender of Escrow Agreement contained as Schedule D-1 in Part II of the Offering Plan upon execution of the Purchase Agreement. Within ten (10) business days of the placing of the Deposit in the Escrow Account, the Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number of the account. Any Deposits made for Extras shall be deposited initially 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, Purchaser may cancel the

Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to the Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, New York. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the 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.

Release of Funds:

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Offering Plan as defined in Section 20.1 (c) (6) of the Department of Law regulations which defines consummation of the Offering Plan, as the filing of the Declaration of Condominium and the first transfer of title to a Residential Unit to at least one Purchaser under the Offering Plan following a declaration of effectiveness by the Sponsor and acceptance of the amendment of the declaration of effectiveness by the Attorney General's Office. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit Funds in escrow if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement upon Closing of Title to the Residential 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 Residential Unit is located and shall give written notice to both parties of such Deposit.

The Sponsor will not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer or rescission contained in the Offering Plan or an amendment to the Offering Plan; and

(b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

Purchasers should note that it shall be an express condition of Closing of Title that the Purchaser sign the form contained in Part II as Schedule D-2 which will enable the Escrow Agent to release the escrow funds, if not previously released as provided above.

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 contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit 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 provision in the Purchase Agreement, Offering Plan or any amendments.

General:

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

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

Upon the dissolution of the law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the Escrow Account records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

XII. FINANCING FOR QUALIFIED PURCHASERS

THIS OFFERING PLAN DOES NOT CONTAIN ANY FINANCING ARRANGEMENTS FOR PURCHASERS. PROSPECTIVE PURCHASERS WHO ARE INTERESTED IN SUCH FINANCING SHOULD CONTACT LENDING INSTITUTIONS, SUCH AS MUTUAL SAVINGS BANKS AND COMMERCIAL BANKS, MANY OF WHICH HAVE ADVERTISED THAT THEY OFFER FINANCING TO PURCHASERS OF CONDOMINIUM RESIDENTIAL UNITS.

Any applications for such financing with lending institutions must be done on an individual basis by prospective Purchasers and will involve negotiations exclusively between the lending institution and the applicant. The Sponsor should not be construed hereunder as offering any such financing or representing the availability or terms of such financing.

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the Purchase Price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of their inability to obtain a mortgage, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain a liquidated damages the Deposit (and any interest earner thereon, if applicable) plus the costs incurred by Sponsor for any Extras paid for by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras.

NO REPRESENTATION IS MADE BY THE SPONSOR AS TO WHETHER ANY PURCHASER WILL QUALIFY FOR FINANCING OR AS TO THE TERMS, COST OR AVAILABILITY OF SUCH FINANCING. THE SPONSOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ANY APPLICANT IF THEIR APPLICATION FOR FINANCING IS NOT ACCEPTED.

The Closing of Title to a Residential Unit where the Purchaser has obtained financing will take place simultaneously with the Closing of the mortgage loan and the proceeds will be applied towards the then balance of the Purchase Price.

XIII. EFFECTIVE DATE OF THE OFFERING PLAN

Sponsor's offer to sell the Residential Units is contingent upon the Offering Plan being declared effective and no Closing to a Residential Unit will be held until the Offering Plan is declared effective. This Offering Plan will not become effective until bona fide Purchasers, including investors, have executed Purchase Agreements which have been accepted by Sponsor for at least fifteen (15%) percent in number of the Residential Units offered for sale under the Offering Plan excluding Residential Units of an ancillary nature (15% x 4 Residential Units = 1 Residential Unit). The Sponsor will declare the Offering Plan effective by personal service of notice on every Purchaser or commencement of service by mail stating that the Offering Plan has been declared effective. Said notice from Sponsor will state the particular date upon which the Offering Plan was declared effective, the percentage used to declare the Offering Plan effective, and a list of the Residential Unit(s) being counted to meet the minimum percentage under the terms of the Offering Plan to declare it effective. In addition, Sponsor will, within five (5) business days of delivering said notice, submit for filing an amendment to the Offering Plan disclosing the Offering Plan's effectiveness, and will file an affidavit of service of the notice on all Purchasers. In the event all Purchase Agreements are either rescinded or terminated prior to the date of the closing of title to the first Residential Unit, regardless of whether the Declaration of Condominium has been recorded, the Sponsor must re-declare the Offering Plan effective prior to closing title to a Residential Unit. The Offering Plan will not be declared effective based on Purchase Agreements:

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

(ii) based on Purchase Agreements where the Purchaser has not had at least three (3) business days to review the Offering Plan and all filed amendments; or

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

Further, prior to declaring the Offering Plan effective, the Sponsor has the option not to close title to the Residential Units and to abandon the Offering Plan at any time, if less than eighty (80%) percent in number of Residential Units offered hereby are sold and title to any Residential Unit has not been conveyed (80% x 3 Residential Units being

offered for sale = 3 Residential Units). In the event Sponsor exercises such option, it shall forthwith return to the Purchaser all monies paid with interest, if any, within five (5) days of the abandonment of the Offering Plan. When Purchase Agreements for eighty (80%) percent of the Residential Units have been entered into the Sponsor must declare the Offering Plan effective.

Once the Offering Plan has been declared effective, it may not be abandoned except for (i) a defect in title which cannot be cured for less than one-half percent (½%) of the total amount of the offering or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half percent (½%) of the total offering, or (iii) the taking of any material portion of the property by condemnation or eminent domain. Any stated dollar amount relied upon as basis for abandonment after effectiveness will exclude all attorneys' fees as well as any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Offering Plan and are either known to the Sponsor or are a matter of public record. In addition, said amount will exclude any judgments and liens against the property resulting from acts of the Sponsor or any of its Principals which are known to the Sponsor on the acceptance date of the Offering Plan. In the event Sponsor abandons the Offering Plan, it shall do so by means of a filed amendment to the Offering Plan. As of the date of the acceptance for filing of the Offering Plan, ½% of the total offering is equal to $49,625. All monies advanced by Purchasers will be returned to them within five (5) days of the abandonment of the Offering Plan. If Sponsor decides to abandon the Offering Plan before declaring the Offering Plan effective, Sponsor will file an amendment disclosing such abandonment and file a RS-3 Form with the Department of Law. In such event, Sponsor shall return any Deposit paid by Purchaser within five (5) days of acceptance of the amendment abandoning the Offering Plan.

XIV. TERMS OF SALE

After the Offering Plan has been declared effective the Sponsor will fix a date for the Closing of Title to all Residential Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first Closing and setting such Purchaser's Closing Date. Notice will be sent to all Purchasers who have executed and delivered Purchase Agreements to the Sponsor and whose Purchase Agreements are then in effect by (i) personal delivery; or (ii) mailing by regular mail or registered or certified mail with or without return receipt requested, addressed to the Purchasers at the last known residence of such Purchaser or, if the Purchaser has provided written information of an alternative address for notices, addressed to the Purchaser at the alternative address. If Sponsor has no information of the last known residence address but has written information of the place of business or employment of such Purchaser, the mailing shall be addressed to such last business or employment address. Said notice will also include notice of the obligation to pay the balance of the Purchase Price.

Such notice will be served no less than thirty (30) days before the date set for the Closing of the Residential Units for those Purchasers who entered into a Purchase Agreement before the Offering Plan was declared effective. Sponsor may permit Purchasers to waive the thirty (30) day provision by a written waiver. Any Purchaser who enters into a Purchase Agreement after the Offering Plan is declared effective will also receive not less than thirty (30) days written notice of the date, time and place for the Closing of Title to Purchaser's Residential Unit, unless Purchaser gives a written waiver of such thirty- (30) day notice. A form for such waiver of the thirty- (30) day notice is contained as Schedule D-3 to the Offering Plan.

On the Closing Date, fee title to the Residential Unit will be conveyed to the Purchaser together with the Residential Unit's undivided Percentage of Common Interest in the Common Elements. The Closing of Title to the first Residential Unit is expected to commence by January 1, 2027, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions. Such Closing, however, will only take place after or simultaneously with the happening of the following events:

1. The delivery to the Residential Unit Owner of a Bargain and Sale Deed with covenants against grantor's acts. A copy of the Deed is set forth as Schedule F in Part II of the Offering Plan.

2. The Sponsor has utilized Cornerstone Land Abstract, LLC, as agent for a title company authorized to do business in the State of New York for title insurance, with an address at 248-52 Jericho Turnpike, Bellerose Village, New York 11001, telephone number (516) 327-5400, to provide title insurance. The New York State Department of Insurance does not permit the Sponsor to dictate the title company to be used or to infer that a given company should be selected because of a discount or bulk rate and Purchaser is free to use a title or abstract company of their choosing without

incurring a penalty. The insurance rates and fees for recording documents are uniform and will be the same regardless of the title company used. For the avoidance of doubt, Purchasers have the right to obtain title insurance from any title company of their choice that is authorized to do business in the State of New York.

3. All personal property located within the Residential 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 accepted in the Offering Plan.

4. The Declaration of Condominium, By-Laws, and any floor plans and engineer's and tax authority certification(s) required by Section 339-p of Article 9-B of the Real Property Law shall be recorded or filed as required by law in the Register's Office of the City of New York.

5. The Residential Unit and its undivided Percentage of Common Interest in the Common Elements shall not be subject to the lien of any mortgage at the time of Closing except any mortgage requested by the Purchaser at the time of Closing representing a purchase money mortgage or mortgages taken by the Purchaser.

6. Title to each Residential Unit and its appurtenant interest in the Common Elements will be conveyed to a Purchaser at the Closing free and clear of all liens, encumbrances and title exceptions other than those described in the Offering Plan and the proposed Residential Unit deed.

7. The Sponsor will give each Purchaser who entered into a Purchase Agreement before the Offering Plan was declared effective not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to Purchaser's Residential Unit unless a Purchaser waives such thirty (30) days' notice. Any Purchaser who enters into a Purchase Agreement after the Offering Plan is declared effective will also receive not less than thirty (30) days' written notice of the date, time and place for the transfer of title to Purchaser's Residential Unit, unless Purchaser waives such thirty- (30) day notice. A form for such waiver of the thirty- (30) day notice is contained as Schedule D-3 to the Offering Plan.

8. The filing of an amendment to the Offering Plan disclosing that the Offering Plan has been declared effective and that the terms of this Section XIV will be met, and that the Sponsor has complied with the requirements of this Section.

9. Purchaser shall receive any manufacturer warranty certificates with respect to equipment and appliances installed in the Residential Unit and Sponsor shall assign any warranties with respect to equipment and appliances installed in Common Elements to the Board of Managers, if permitted.

10. The Purchaser shall execute an instrument in the form annexed to the Purchase Agreement designating the Board of Managers as Purchaser's attorneys-in-fact, coupled with an interest for the sole purpose of managing, selling, mortgaging, leasing, subleasing, voting or otherwise dealing with any Residential Units acquired by the Board of Managers in accordance with any of the provisions of the By-Laws and designating the Sponsor as their attorney-in-fact to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration of Condominium are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate, within reasonable tolerances, dimensions of the Residential Units as built or amending such Declaration of Condominium to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium as described in Article Eleventh, Section (c) of the Declaration of Condominium.

11. Purchasers should note that, as of March 1, 2026, the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury discontinued its prior use of Geographic Targeting Orders and instead instituted a generally-applicable Residential Real Estate Rule ("RRER"), requiring that a designated real estate professional must submit a report to FinCEN upon the occurrence of a non-financed transfer of residential real estate to an entity or a trust for all reportable transfers occurring on or after March 1, 2026, unless an exception applies under the provisions of the RRER. However, by way of a certain Memorandum Opinion and Order dated March 19, 2026 (the "Order"), at Case No. 6:25-CV-127, Doc. No. 34, the United States District Court for the Eastern District of Texas vacated the RRER.

    FinCEN's current guidance with respect to the RRER is as follows: "In light of a federal court decision, reporting persons are not currently required to file real estate reports with FinCEN and are not subject to liability if they fail to do so while the [O]rder remains in full force." The Sponsor will amend the Offering Plan to disclose any material developments in FinCEN reporting requirements under the RRER or a comparable reporting requirement, if applicable.

    Questions regarding any applicable FinCEN reporting requirements should be directed to the FinCEN Resource Center at FRC@FinCEN.gov.

Title to the Residential Unit will be subject to the following:

1. State of facts of the property as shown on a survey to be made prior to the Closing of Title provided such facts would not render title unmarketable and any state of facts which an accurate survey of the Building would show provided such state of facts would not render title unmarketable.

2. Any sewer, water, gas, electric, drainage, telephone, cable television or utility easements granted or to be granted hereafter.

3. All of the terms, covenants and conditions of the Declaration of Condominium, the By-Laws of the Condominium and any Building Plans, as they are subsequently filed or recorded, the Offering Plan and any amendment thereto.

4. All easements set forth in the By-Laws and Declaration of Condominium of the Condominium as they are subsequently recorded in the Offering Plan and Purchase Agreement, including:

   (a) Easements in favor of the Residential Unit Owners of other Residential Units to use the pipes, wires, conduits, cable television, and public utility lines located in the Common Elements or in the Residential Unit itself servicing such other Residential Units and/or the Common Elements.

   (b) Easements in favor of the Board of Managers, its agents, contractors or employees to have a right of access to any Residential Unit and to the Common Elements to inspect, maintain or repair or to make repairs to any Residential Unit to prevent damage to the Common Elements or any other Residential Units, to make repairs to the Common Elements, to any wires, pipes, conduits or cable television system servicing any of the Residential Units or to make repairs to any other Residential Unit, regardless of the nature of the Common Element.

   (c) Easements in favor of those Residential Units having restricted use to portions of the Common Elements.

   (d) Easements for the continuance of encroachments on any Residential Unit and on the Common Elements by other Residential Units or portions of the Common Elements, now existing by reason of the renovation or construction of the Residential Units, or hereafter occurring by reason of the settling or shifting of the Residential Units, or by reason of the repair and/or restoration by the Board of Managers of the Residential Units or such other Residential Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by

reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain as long as the Residential Units stand.

(e) Standard title exceptions, including the following covenants and restrictions:

1. Rights of tenants or persons in possession, if any.

2. Taxes, tax liens, tax sales, water rates, sewer rates, sewer rents and assessments set forth herein.

3. Mortgages returned herein.

4. Any state of acts which a guaranteed survey of current date would disclose.

5. Terms, restrictions, conditions, and easements set forth in the Declaration of Condominium and By-Laws of 82 Sterling Place Condominium to be recorded in the New York City Register's Office.

(f) Any covenants, restrictions, easements, charges or liens of record:

5. Without limitation, the following instrument:

Notice of Landmark Designation dated 1/6/2021, filed by the NYC Landmarks Preservation Commission at CRFN 2021000010144.

6. Any additional declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Residential Unit as a one- (1) family residence permitted by applicable law Any additional declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Residential Unit as a one-(1) family residence permitted by applicable law and the Common Elements for their intended use and purpose and do not constitute a lien against the Residential Unit or any of the Common Elements.

If any existing mortgages or construction loans will not be satisfied at or prior to the Closing of the first Residential Unit then at the time of conveyance of the first Residential Unit each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold Condominium Residential Units;

(ii) subordinate the lien of its mortgage to the Declaration of Condominium; or

(iii) release its lien on the Condominium Residential Unit being conveyed and its interest in the Common Elements.

The Sponsor has been advised by its counsel that in counsel's opinion, none of the exceptions to title herein above set forth are contrary to the terms of the Purchase Agreement nor will they interfere with the quiet use or enjoyment of the Purchaser's Residential Unit or the Common Elements of the Condominium.

The risk of loss or damage to the Residential Unit by fire or any other cause until delivery of the deed is assumed by the Sponsor. In the event a substantial portion of the Residential Unit or Condominium shall be destroyed or damaged prior to Closing, Sponsor shall be entitled to cancel the Purchase Agreement by written notice to the Purchaser, together with a check in the amount of the Deposit paid by Purchaser, with interest, if any and any Extras paid by Purchaser. The parties shall thereafter be released from any further liability. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant of the Residential Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees or family members. If any part of the Residential Unit is damaged or destroyed by any casualty prior to Closing, Sponsor will have the option to restore the Residential Unit to its previous condition as soon as reasonably possible. In the event Sponsor elects to restore the Residential Unit then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Sponsor. The additional time required to restore a damaged Residential Unit will not affect the outside date provided in the Purchase Agreement unless agreed to by both the Sponsor and Purchaser. Sponsor agrees to notify Purchaser of Sponsor's decision within ten (10) business days of the date of such casualty. In the event Sponsor elects not to restore the Residential Unit, then the Purchase Agreement will terminate, and the Sponsor will return Purchaser's Deposit and any Extras within ten (10) days of the notice to the Purchaser. The Purchaser and Sponsor shall thereafter be released from any further liability.

XV. CLOSING COSTS AND ADJUSTMENTS

At Closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay and are based on current rates and charges which are subject to change without prior notice. The following example calculations are based on the Purchase Price of a typical Residential Unit.

1. If a Purchaser elects to obtain fee title insurance and for mortgage title insurance, the Purchaser will pay the premium therefor which will vary depending upon the Purchase Price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Standard mortgage and fee title insurance can range from 0.1% to 2% or more. The cost of fee title insurance can be estimated at approximately $6,630, where the Purchase Price is $1,675,000. The cost of mortgage title insurance can be estimated at approximately $1,368, where the Purchaser's mortgage is in the amount of $1,340,000. Title insurance rates are set by the New York Board of Title Underwriters and filed with the New York State Insurance Department. The Purchaser is free to obtain title insurance from any company of their choice without incurring a penalty.

2. Purchasers should anticipate additional fees for Endorsements to the Owner and Mortgage Title Insurance, as applicable, and fees for municipal and other searches. These fees can be estimated at approximately $757.

3. Fees for the recording of the mortgage, deed, condominium unit power of attorney and any affidavit required in connection with the mortgage tax credit available under RPL §339-ee will total approximately $725.

4. In the event the Purchaser obtains a purchase money first mortgage, Purchaser shall pay recording fees for the mortgage of approximately $250. For first mortgages in an amount less than $500,000, Purchaser shall be required to pay a mortgage tax of 2.05% of the amount of the mortgage less $25 and for first mortgages in an amount in excess of $500,000, Purchaser shall pay mortgage tax of 2.175% of the amount of the mortgage less $25, or at such other rate or rates as may apply as of the date of Closing. In addition, the Purchaser will be required to pay the lending institution's attorney's fees, any mortgage origination fees, bank credit and appraisal fees and other expenses that the lending institution may charge incident to the making of the permanent loan. There will be no mortgage closing costs on Residential Units that are not covered by mortgages.

5. As of July 1, 2019, the New York State Transfer Tax will be $2.00 per $500 of the Purchase Price where the Purchase Price is under $3,000,000 and $3.25 per $500 where the consideration is $3,000,000 or greater and New York City Real Property Transfer Taxes of one (1%) percent of the Purchase Price where the consideration is less than $500,000 and 1.4259% where

the consideration is $500,000 or greater. New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax are the statutory obligation of the Sponsor but have been transferred to each Purchaser under the terms of the Purchase Agreement. Accordingly, these taxes are normally an expense of Sponsor; however, by contractual arrangement they will be paid by the Purchaser. As a result, when a Purchaser assumes the obligation to pay these taxes, the amount of New York City Real Property Transfer Tax will be included in the consideration subject to such tax at such rate or rates as may apply on the date of Closing. Pursuant to Section 1404(a) of the Tax Law, effective July 1, 2021, where New York State Real Estate Transfer Tax is paid by the Purchaser pursuant to contractual agreement, such tax will be excluded from the total calculation of consideration. However, the amount of New York City Real Property Transfer Tax will be included in the consideration subject to such tax. The steps to compute the taxes are:

(a) Multiply the Purchase Price by the State Tax Rate to compute the total New York State Transfer Tax due.

(b) Multiply the Purchase Price by the City Tax Rate to compute a tentative amount.

(c) Add the tentative amount to the Purchase Price.

(d) Multiply the tentative amount by the City Rate to compute the total New York City Transfer Tax due.

EXAMPLE: Purchase Price = $1,675,000

(1) $1,675,000 x .0065 = $10,888 = Approximate State Transfer Tax.

(2) $1,675,000 x .014259 = $23,884 (tentative amount)

(3) $1,675,000 + $23,884 = $1,698,884 (amount subject to City Tax)

(4) $1,698,884 x .014259 = $24,225 = Approximate City Transfer Tax.

6. Residential Units that are being offered for sale for $1,000,000 or more are also subject to the provisions of Section 1402-a and 1402-b of the Tax Law of the State of New York which requires a New York State Tax (Mansion Tax) of the Purchase Price as follows based on the following total consideration:

Total Consideration	**Mansion Tax (as of July 1, 2019)**
Less than $1,000,0000	Not subject to tax
$1,000,000 to $1,999,999.99	1%
$2,000,000 to $2,999,999.99	1.25%

$3,000,000 to $4,999,999.99	1.5%
$5,000,000 to $9,999,999.99	2.25%
$10,000,000 to $14,999,999.99	3.25%
$15,000,000 to $19,999,999.99	3.5%
$20,000,000 to $24,999,999.99	3.75%
$25,000,000 or more	3.9%

Pursuant to the provisions of the statute, the obligation to pay the Mansion Tax is upon the Purchasers. The New York City Real Property Transfer Tax amount will be included in the consideration to determine the Mansion Tax. Therefore, the Purchase Price and City transfer taxes payable by Purchaser are added together to arrive at a total consideration for Mansion Tax purposes, unless other rates or calculation methods apply on the date of Closing. As a result, a Residential Unit priced at $980,000 or more, where Purchaser pays the transfer taxes and legal fees of Sponsor, could subject Purchaser to liability for the Mansion Tax, as the aggregate price plus tax would exceed $1,000,000.

7. Working capital equal to two (2) months' Common Charges to be paid to the Condominium. While Sponsor is in control of the Board of Managers, the working capital fund may be used to reduce the Common Charges of the Condominium.

8. Each Purchaser shall pay $3,000 to Sponsor's counsel, Skolnick & Ben-Ezra, PLLC, representing a fee for services in connection with preparing the Residential Unit Deed and transfer documents, the Residential Unit Owner's Power of Attorney and for coordinating and attending the Closing. Such fee shall be payable at or prior to the Closing by Purchaser's certified or attorney escrow check made payable directly to the order of Sponsor's attorney.

9. Any mortgage tax credit received pursuant to Section 339-ee of the Real Property Law will inure to the benefit of Sponsor.

10. Reimbursement to the Sponsor based on each Residential Unit's percentage of Common Interest for Sponsor's advancement for the cost of the Condominium's insurance for the first year of operation.

As an example, a Purchaser of a Residential Unit in which the Purchase Price is $3,250,000, procuring a first mortgage in the amount of $2,600,000 and with a 30% Percentage of Common Interest, will pay the following approximated Closing Costs:

Owners Policy and Endorsements:		
Fee Title Insurance	$	6,630
Loan Policy and Endorsements:		
Mortgage Insurance	$	1,368
Mortgage	$	50
TIRSA-8.1 Environmental Lien	$	50
Waiver of Arbitration	$	50
TIRSA-4 Condominium	$	50
Miscellaneous Charges:		
Municipals	$	395
Bankruptcy Search	$	35
Patriot Search	$	35
Escrow Service Fee	$	50
Estimated Sales Tax	$	42
State and Local Taxes:		
Mortgage Tax	$	25,765
New York State Transfer Tax	$	6,824
New York City Transfer Tax	$	24,305
Mansion Tax	$	17,056
Recording Fees:		
Mortgage Recording (up to 25 pgs + $5 per Additional page)	$	250
Deed Recording Fee (up to 3 pgs + $5 per Additional page)	$	275
Condominium POA	$	100
Assignment (if applicable)	$	100
Additional Expenses		
Condominium Working Capital	$	1,060
Pro-Rata Insurance	$	1,992
Sponsor Attorney Fees for Preparation of Deed, Power of Attorney and other Closing Documents:	$	3,000
Survey Fee	$	1,000
Fee for completion of any Lender's Mortgage questionnaire	$	150
TOTAL:	**$**	**90,632**

Purchasers obtaining mortgage loans are also advised that they will be responsible for the payment of all closing costs and expenses in connection therewith in amounts determined by the lender. These costs customarily include origination fees (or "points"), commitment fees, fees for credit checks, mortgage title insurance, lender's attorneys' fees and appraisal fees. Also, a Purchaser obtaining a mortgage may be required by the lending institution to deposit monthly with the lending institution, commencing with the Closing Date, an escrow for the payment of annual real estate taxes and insurance

premiums. The amount of such escrow deposit to be made at Closing will depend on the number of months remaining between the Closing of Title and the date these amounts are next due to be paid and the estimated amounts then payable, as well as the custom and practice of the particular lender involved.

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Residential Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Residential Unit the amount of any such credit, if applicable, which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act. If a Purchaser's Lender assumes or consents to the assignment of a mortgage lien encumbering only such Purchaser's Residential Unit and as a result is entitled to an exemption of all or a portion of the mortgage tax which would have been available to the Purchasers and shall pay to Sponsor the amount of such exemption.

In addition, if a Closing takes place, at the request of Purchaser, at any location other than Sponsor's attorney's office, Skolnick & Ben-Ezra, PLLC, PLLC, 142 Joralemon Street, Suite 5C, Brooklyn, New York 11201, Purchaser shall pay to Sponsor's attorney a travel fee in the sum of $450.

In the event a Closing is adjourned with Sponsor's consent, at the request of Purchaser or Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $350.

In the event the Residential Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Residential Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Residential Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Residential Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Residential Units for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Residential Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Residential Units are separately assessed, the funder of the escrow account and the Residential Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

Purchaser shall also pay, or reimburse to Sponsor, if Sponsor has already made payment, the following charges: (a) inspections and (b) appraisals.

If through no fault of Sponsor, Purchaser fails for any reason to Close Title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing,

all of the aforementioned apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be). In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%) of the Purchase Price for the Residential Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges.

The fee title policy premiums and the recording charges set forth above are estimates based on the rates in effect as of the date of this Offering Plan. If said premiums, charges or rates are subsequently revised by the title company, the State, or Municipality, each Purchaser shall be required to pay the title policy premiums, recording charges and Closing Costs in effect as of the date of the Closing of Title to their Residential Unit.

The Sponsor anticipates that the only items which will be apportioned at the Closing of Title to the Residential Units will be real estate taxes and sewer charges, if any, and Common Charges, if they have been declared by the Board of Managers. The adjustments will be made as of 11:59 P.M. on the day preceding the Closing Date. In the event there are any other items which are to be apportioned at Closing, said items will be adjusted at the Closing. The Sponsor will advise the Purchaser of the Closing Date by giving Purchaser written notice at least thirty (30) days prior to the Closing Date.

XVI. RIGHTS AND OBLIGATIONS OF THE SPONSOR

No bond or other security has been furnished to secure performance of the following obligations. All obligations pertaining to the Common Elements shall be enforceable only by the Board of Managers on behalf of the Residential Unit Owners and not by the individual Residential Unit Owners. During the time the principals of the Sponsor control the Board of Managers, it is within their sole power to enforce the obligations of the Sponsor pertaining to the Common Elements. The following shall pertain to the Sponsor:

1. Sponsor will endeavor in good faith to market and sell the Residential Units in the Condominium. Notwithstanding, Sponsor retains the unconditional right to rent rather than sell the Residential Units after consummation of the Offering Plan. Because Sponsor is retaining the unconditional right to rent rather than sell Residential Units after consummation of the Offering Plan, this Offering Plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors unrelated to the Sponsor. As a result, Purchasers for their own occupancy may never gain voting control of the Board of Managers under the terms of the Offering Plan. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the Offering Plan effective and owner-occupants may never gain effective voting control and management of the Condominium Sponsor shall not rent a Residential Unit in the Condominium prior to consummation of the Offering Plan as defined in Title 13 NYCRR § 20.1(c)(6).

2. The Sponsor has the obligation to defend any suits or proceedings arising out of Sponsor's acts or omissions under applicable law and regulations and the obligations in the Offering Plan, and to indemnify the Board of Managers and the Residential 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. Until title to a Residential Unit is passed to a Purchaser, the Sponsor will pay such Common Charges, Special Assessments and real estate taxes, as are assessed by the Board of Managers of the Condominium, and the City of New York on the Residential Units to which title has not passed. Once title is passed to a Purchaser the Purchaser shall be solely responsible for all Common Charges, Special Assessments, real estate taxes and all other costs applicable to the Residential Unit, as are assessed by the Board of Managers of the Condominium and the City of New York.

No bond or other security has been posted to secure such obligations. Sponsor will fund its financial obligations to the Condominium from the income derived from the sale of the Residential Units and Sponsor's assets. Sponsor currently has the resources necessary to meet its obligations under the Offering Plan.

During the Sponsor Control Period, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Common Charges, as set forth in the Condominium's budget from Residential Unit Owners. During said period, Sponsor in its sole and absolute discretion; provided, however, that Sponsor shall have the right to either (a) be solely responsible for the payment of all actual expenses to operate the Condominium (the "Waiver Period"), or (b) cause the Condominium Board to assess Residential Unit Owners their proportionate share of all actual operating expenses of the Condominium based on their respective Common Interests or as otherwise set forth in the budget, including, but not limited to, insurance premiums and any Reserve Fund payments included in the budget (the "Reduced Service Period"). In connection with the Waiver Period or Reduced Service Period, (i) Sponsor will disclose the implementation of such Waiver Period or Reduced Service Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor or the Managing Agent will notify Purchasers and Residential Unit Owners of the expiration of the Waiver Period or Reduced Service Period at least 30 days prior to the expiration thereof, and (iii) Sponsor will disclose the expiration of the Waiver Period or Reduced Service Period in the next substantive amendment to the Plan. During any Waiver Period, Sponsor and/or Residential Unit Owners will timely pay all actual expenses of the Condominium, including but not limited to insurance premiums and any Reserve Fund payments included in the budget. At such time as the Condominium Board commences the collection of Common Charges in accordance with the total proposed budget contained in Schedule B (the "Total Budget"), there will not be an assessment for any expense line item set forth in the budget, or maintenance fee that would have been due prior to the expiration of the Waiver Period or Reduced Service Period. Sponsor is not obligated to collect Common Charges based on a Waiver Period or Reduced Service Period and can commence collection of the Common Charges based upon the total Common Expenses reflected in the Total Budget provided in Schedule B of the Offering Plan. Regardless of any delay in the collection of Common Charges, Sponsor shall remain obligated to update the budget and provide certified financial statements for the Condominium as provided for in the governing regulations of the Department of Law.

5. The Sponsor has the option to repair any damage from a casualty or other cause that occurs before the Closing of a Purchaser's Residential Unit.

6. Sponsor will initially procure fire and casualty insurance for the Condominium on the terms set forth in the budget. The fire and casualty insurance will either be for an agreed amount replacement value or in an amount sufficient to avoid co-insurance. Each Purchaser will be required to pay a pro-rata portion of the first year Condominium insurance based on each Residential Unit's percentage of common interest.

7. In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more Residential Units or twenty percent (20%) or more of the total number of Residential Units in the Condominium, whichever is less, the Principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all the obligations of the Sponsor for those Residential Units under the Offering Plan, applicable laws or regulations.

8. Sponsor has not received a commitment for financing and intends to use its own funds to acquire the Property and perform minor cosmetic work, such as re-painting and/or re-tiling. In the event Sponsor obtains an acquisition or construction loan in the future, Sponsor will amend the Offering Plan to disclose such loan. In addition, if Sponsor obtains an acquisition or construction loan, the Sponsor will be obligated to pay off and otherwise comply with the terms of any mortgage on the entire Condominium. After the recording of the Declaration and before the Closing of Title to the first Residential Unit the lender of any mortgage that encumbers the Property at the time of conveyance of the first Residential Unit will either: (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium Residential Units; (ii) subordinate the lien of its mortgage to the Declaration of Condominium; or (iii) release its lien on the condominium Residential Unit being conveyed and its interest in the Common Elements. In addition, before the Closing of Title to the first Residential Unit all liens and mortgages affecting the Condominium shall be paid and satisfied on the Residential Unit being conveyed and its appurtenant interest in the Common Elements shall be released therefrom by partial release duly recorded.

9. The Sponsor will diligently perform all of its obligations set forth in this Offering Plan and will deliver to the Board of Managers a copy of the "as built" plans filed with the recording of the Declaration of Condominium or any amendment thereto and in addition will provide the Board of Managers with a full set of any building plans filed with the City of New York by the Sponsor together with any "field changes" thereto made during the course of construction and renovation, if any. Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, to the extent applicable, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of Equal or Better Quality or design for any of those set forth. Sponsor reserves the

right to change the size, number and location of the improvements or Common Elements, provided such changes do not change or adversely affect the Percentage of Common Interest of any Residential Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Residential Unit Owners and Purchasers consent in writing to such a change. Sponsor further reserves the right to determine the location of electric, any gas and water meters, electric transformers, air conditioning compressors, other Building wide equipment, mailboxes, and to make any other changes required by the City of New York.

10. The Building's certification as a legal four- (4) family dwelling is substantiated by the historic iCard for the Building maintained on New York City department of Housing Preservation & Development's HPD Online system, https://hpdonline.nyc.gov/hpdonline, at Registration No. 360484; however, the Building's Certificate of Occupancy is not available for viewing on the New York City Building Department's Building Information System. No Certificate of Occupancy other than the Building Information System's certification of the Building as a legal four- (4) family dwelling is required by the Building Department. Sponsor is offering all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing, and Sponsor will not be performing work or taking any other action in connection with the Building that would affect the status of the Building's pre-existing certification as a legal four- (4) family dwelling. As described in the Description of Property Report set forth as Schedule G, a prior owner not affiliated with the Sponsor filed an Alteration-2 Permit on or about May 5, 2008, at Job No. 310141129, to perform certain general construction, structural, mechanical, plumbing and other work to the Building, which work was substantially completed; however, the prior owner's permit was not signed off by the Building Department. Per the Description of Property Report, such prior work did not affect the validity of the Building's certification as a legal four- (4) family dwelling. The Sponsor has engaged a professional to reinstate the prior owner's permit application and to close the open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting

customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department. Purchasers must take title to their Residential Units and Common Elements subject to the existing certification documents and instruments of record, except with respect to the open permit application at Job No. 310141129, which Sponsor will close out as described above. Purchasers should consult with their attorneys and relevant professionals to perform their own independent investigation regarding the certification status of the Building before signing a Purchase Agreement. Prospective Purchasers should view and inspect any Residential Unit(s) they wish to purchase prior to executing a Purchase Agreement. Any future renovation work that includes removal of the existing kitchen flooring will require investigation to determine if ACM-assumed tile is present. In such event, additional testing and potential abatement may be required, which would result in additional expense. See Schedules G and G-3 in Part II of the Plan. The Condominium premises are subject to a Notice of Landmark Designation, dated January 6, 2021, pursuant to which the premises were designated as part of the Park Slope Historic Preservation District (Extension II) of Brooklyn and are accordingly subject to the restrictions and requirements provided for in Chapter 74, Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York. As such, Unit Owners in the Condominium will be subject to the additional landmark-designation restrictions and requirements applicable to premises in the Park Slope Historical District, which include, without limitation, that Landmarks Preservation Commission approval is required for exterior alterations that involve a material change, addition, or removal of exterior architectural features. In addition, all alterations, including interior alterations, require Landmarks Preservation Commission review. Any and all costs associated with preparing, submitting and/or securing approval of such an application to the Landmarks Preservation Commission will be an individual expense of the applicable Unit Owner, or will be a Common Expense if undertaken by the Board of Managers on behalf of or in connection with the Common Elements of more than one (1) Residential Unit. Because the Sponsor is not performing any work other than minor, non-material cosmetic work, and Sponsor is selling the Residential Units and appurtenant Common Elements in their respective "AS IS" conditions as of the date of each Closing, the Sponsor is not required to file any application to the Landmarks Preservation Commission. the Building has been previously occupied as a four- (4) family residential dwelling and Sponsor is only performing minor cosmetic work at the premises. As such, the Residential Units are not "new

homes" subject to the Housing Merchant Implied Warranty provisions of New York law, and Sponsor expressly and categorically disclaims any and all express and implied warranties with respect to the Residential Units and the Common Elements of the Condominium. For the avoidance of doubt, Sponsor will not warrant the materials or workmanship of the Residential Units or the Common Elements, whether pursuant to the Housing Merchant Implied Warranty law or otherwise, and each Residential Unit is being sold and conveyed in its "AS IS" condition as of the date of its Closing.

Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit that would require Building Department approval, or that would otherwise affect the Building's certification as a legal multi-family dwelling, during the Sponsor Control Period (i.e., until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, Sponsor Affiliates, successors, assignees and/or designees). Residential Unit Owners will be permitted to make standard improvements to their Residential Units during the Sponsor Control Period, such as painting, installation of flooring, cabinetry, fixtures, etc., as long as the improvements do not affect the Building's occupancy certification and provided that each Residential Unit Owner obtains any necessary permits from the City of New York and any other required municipal agencies for such changes, all at the Residential Unit Owner's sole expense. In the event a Residential Unit Owner makes any changes, additions or alterations prior to expiration of the Sponsor Control Period, and such changes adversely affect the Building's certification as a legal multi-family dwelling, the Residential Unit Owner must reimburse Sponsor and/or the Condominium, as applicable, within fifteen (15) days following a demand therefor, for any costs incurred by Sponsor and/or the Condominium arising from or in connection with the Residential Unit Owner's changes. Sponsor and/or the Condominium, as applicable, shall provide documentation substantiating the assertion that the Residential Unit Owner's changes adversely affected the Building's certification status.

11. At the Closing of Title, the Sponsor will deliver the certificates and warranties delivered to it and transferable to Purchaser. Sponsor's liability pursuant to any manufacturers' warranties covering heating, appliances, electricity, plumbing and roofing are limited solely to the extent that such warranties are delivered to Sponsor, transferable to the Purchaser or to the Condominium Board of Managers and then only as against such manufacturer.

12. The acceptance of a deed by a Purchaser will be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Offering Plan except those (if any) which may be expressly stated in the Offering Plan, in the Purchase Agreement, in 13 NYCRR, Part 20 (the

regulations of the Attorney General of the State of New York governing the acceptance for filing of this Offering Plan), and in General Business Law Section 352-e to survive delivery of the deed. The Purchaser of a Residential Unit will inspect such Residential Unit three (3) days prior to the Closing Date and will execute at such time an inspection statement acknowledging Purchaser's acceptance of the Residential Unit in good condition and in accordance with the terms of the Offering Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Offering Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Residential Unit by Sponsor as provided in the Purchase Agreement. Sponsor will have no obligation to complete any work which is not specifically designated by the Purchaser on the inspection statement. A Purchaser will receive prior notice that a Residential Unit is available for inspection pursuant to this Paragraph, as more particularly set forth in the Purchase Agreement in Part II of the Offering Plan. A Purchaser who fails to inspect such Residential Unit will be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Offering Plan. Notwithstanding the foregoing, Purchaser will retain the right to pursue any remedy available under their individual Limited Warranty. After Closing of Title to each Residential Unit the Purchaser thereof must comply with the procedures established by the Managing Agent or the Board of Managers regarding such Purchaser's move in and out of the Residential Unit. This may include "move in" and/or "move out" fees which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents cause damage to the Building during the move in or move out of the Residential Unit. In such an event the move in or move out fees will be used to repair said damage. In the event the move in and move out fees paid are less than any damage caused, the Purchaser will be responsible for the additional amount of the damage. In the event the move in or move out fees paid are greater than the damage caused, the Purchaser will be refunded the excess amount.

13. This Condominium is not subject to the New York State Housing Merchant Implied Warranty Law, Article 36-B of the General Business Law, which pertains to warranties on the sale of certain new homes and condominium units, because the Building was previously occupied as a four- (4) family residential dwelling and Sponsor is only performing minor cosmetic work at the premises. Sponsor expressly and categorically disclaims any and all express and implied warranties with respect to the Residential Units and the Common Elements of the Condominium. For the avoidance of doubt, Sponsor will not warrant the materials or workmanship of the Residential Units or the Common Elements, whether pursuant to the Housing Merchant Implied Warranty law or otherwise, and each Residential Unit is being sold and conveyed in its "AS IS" condition as of the date of its Closing.

As described in the Description of Property Report set forth as Schedule G, the Building's certification as a legal four- (4) family dwelling is substantiated by the historic iCard for the Building maintained on New York City department of Housing Preservation & Development's HPD Online system, at Registration No. 360484. No Certificate of Occupancy other than the Building Information System's certification of the Building as a legal four- (4) family dwelling is required by the Building Department. A prior owner not affiliated with the Sponsor filed an Alteration-2 Permit, at Job No. 310141129, to perform certain general construction, structural, mechanical, plumbing and other work to the Building on or about May 5, 2008, which work was substantially completed; however, the permit was not signed off by the Building Department. Per the Description of Property Report, such prior work did not affect the validity of the Building's Certificate of Occupancy. The Sponsor has engaged a professional to reinstate the prior owner's permit application and to close the open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department. Purchasers must take title to their Residential Units and Common Elements subject to the existing certification documents and instruments of record, except with respect to the open permit application at Job No. 310141129, which Sponsor will close out as described above. Purchasers should consult with their attorneys and relevant professionals to perform their own independent investigation regarding the certification status of the Building before signing a Purchase Agreement. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit that would require Building Department approval, or that would otherwise adversely affect the Building's certification as a legal multi-family dwelling, during the Sponsor Control Period. Prospective Purchasers should view and inspect any

Residential Unit(s) they wish to purchase prior to executing a Purchase Agreement.

In no event will Sponsor be responsible for any condition in the Residential Unit or the Common Elements resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an immaterial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements that may abut the Building, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) immaterial deviations in the level of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) immaterial deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90º from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards; (ix) noise from normal plumbing and the HVAC system; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range 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; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors and after the Residential Unit Closing, paint touch-ups, repair of dented appliances, or replacement of light bulbs or ballasts; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or variations in veining of any natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks

or discoloration in concrete and/or paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) terrace or balcony tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxiii) salting or color variation in exterior colored mortar and deep colored brick; (xxiv) remove mold from the Building or any Residential Unit therein, or (xxv) normal water penetration in frameless shower doors. Sponsor will not be obligated to replace chipped stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS. PURCHASERS WHO PURCHASE A RESIDENTIAL UNIT MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR RESIDENTIAL UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING OR RESIDENTIAL UNIT. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD OF MANAGERS THEREOF. IF PURCHASERS OR ANY BOARD OF MANAGERS DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS THAT MAY BE AVAILABLE FROM PARTIES OTHER THAN SPONSOR.

The Sponsor has no obligation to make any repair to the Common Elements unless expressly set forth in the Offering Plan.

Without limitation, Sponsor will 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 any portion of the Building or a Residential Unit set forth in the Offering Plan or (ii) immaterial variations from the Plans and Specifications or the description of any portion of the Building or a Residential Unit set forth in the Offering Plan which are not in violation of applicable building codes, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Offering Plan as solely determined by Sponsor's architect. Any such variation affecting the Building or a Residential Unit which is material will be disclosed in a duly filed amendment to the Offering Plan. Notwithstanding the above, regardless of any limitations in a warranty offered under the Offering Plan or in the Offering Plan, the Sponsor's obligation is to construct the premises in accordance with all applicable codes and filed plans and specifications, in the event any such construction takes place, and any conflict between the disclaimers and the Sponsor's obligation to perform any construct work at the premises in accordance with all applicable codes and any plans and specifications filed by Sponsor shall be resolved in favor of the latter.

All personal property located within the Residential Unit on the date the Purchase Agreement is executed or that is located within an Individual Residential Unit's Limited Common Element for the exclusive use of the Residential Unit on the date the Declaration of Condominium is filed, that is owned by the Sponsor or anyone else, will be included in the conveyance to Purchaser of their Residential Unit unless specifically accepted in the Offering Plan or Purchase Agreement.

14. The Sponsor will deliver to the Purchaser and/or the Board of Managers upon the recording of the Declaration of Condominium all manufacturers' and sub-contractors heating, electrical, plumbing, roofing and appliance warranties and bonds relating to the Purchaser's Residential Unit or the Common Elements respectively, if any, to the extent made by such manufacturers and subcontractors and to the extent such warranties and bonds are assignable.

15. The Sponsor will pay all contractors, subcontractors and material men and all others involved in the construction and renovation of the Building containing the Residential Units in the Condominium, if any such work is performed, for work performed and fixtures, material and equipment supplied or installed in any renovation or construction of the Building containing the Residential Units in the Condominium and will cause all mechanics' liens arising out of any renovation or construction of the Building containing the Condominium that is perfomed by or at the direction of Sponsor, or the furnishing or installation of fixtures or equipment by or at the direction of Sponsor, to be discharged or bonded promptly after the liens are filed.

    The Sponsor will pay all expenses incurred prior to the establishment of the Condominium and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred or in connection with the sale of all of the Residential Units held or owned by the Sponsor and will pay all selling expenses including, but not limited to, advertising and printing costs, architectural and engineering fees, and costs of filing this Offering Plan and amendments thereto.

    The Sponsor has the financial resources to complete the renovation of the Condominium and Sponsor's obligations under the Offering Plan.

16. No bond or other security has been posted to secure Sponsor's obligations. Sponsor will fund its financial obligations to the Condominium and the Association from the income derived from the sale of Residential Units and Sponsor's assets and working capital which are currently sufficient to meet Sponsor's obligations under the Offering Plan. Sponsor presently has the resources to fund such obligations.

17. The Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of

the Condominium for the purpose of completing any renovation, construction and sale or rental of Residential Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for any installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the Common Elements. Sponsor will be obligated to pay for the cost of any utilities it uses as a result of any use of such easements, licenses, rights and privileges of a right-of-way. The Sponsor reserves the right to continue to use the Common Elements and any facilities, sales offices, model or unsold Residential Units and signs located on the Common Elements, in its efforts to market or lease the Residential Units in the Condominium. Sponsor will be obligated to repair any damage to the Common Elements and Residential Units caused as a result of its use of the easements, licenses, rights and privileges of a right-of-way to complete the renovation of the Building containing the Residential Units in the Condominium. Upon reasonable notice to a Residential Unit Owner, Sponsor shall have a right of access to any Residential Unit for the purpose of carrying out any of the above easements, licenses, rights and privileges. During any construction or renovation period, some obstructions, detours, storage of materials and equipment would likely be necessary. Patience and understanding of these conditions will be required of Residential Unit Owners. Sponsor shall not unreasonably interfere with the use of an Owner's Residential Unit during any construction and renovation period.

18. Pursuant to Section 352-e (9) of the General Business Law, copies of all documents mentioned in this Offering Plan, including without limitation the following, are and will be kept on file at the office of Sponsor set forth on the cover page of this Offering Plan for six (6) years from the date the Declaration of Condominium is recorded for examination by any person who has purchased a condominium interest offered by this Offering Plan or otherwise has participated in this offering: This Offering Plan; the proposed Declaration of Condominium and By-Laws of the Condominium; public liability, fire and casualty policy, and Schedules submitted to the Department of Law in conjunction with this Offering Plan. A copy of the form of Residential Unit Owner's Purchase Agreement is submitted with this Offering Plan as Schedule D in Part II of the Offering Plan.

19. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration of Condominium are an accurate copy of portions of the plans of the Building

as filed with the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

20. Pursuant to Article III, Section 7(a)(16) of the Condominium By-Laws, the Board of Managers has the right to act as an agent for one (1) or more Residential Unit Owners to file a single complaint and bring a special proceeding on behalf of Residential Unit Owners who wish to contest the real estate tax assessments of their Residential Unit, if applicable, pursuant to Section 339-y(4) of the New York Property Law. In such event, the Board of Managers on behalf of the Condominium could retain counsel on behalf of such Residential Unit Owners and charge each Residential Unit Owner for whom it is acting a pro rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Residential Unit. The Board of Managers on behalf of the Condominium is not obligated to perform such services and it is necessary to obtain the written authorization of the Residential Unit Owners.

21 During the Sponsor Control Period, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Common Charges, as set forth in the Condominium's budget from Residential Unit Owners.

XVII. CONTROL BY THE SPONSOR

The First Board of Managers will consist of three (3) Sponsor-appointed Members. At such time as all Residential Units in the Condominium have been sold and closed, the then Sponsor-controlled Board will call a meeting of the Residential Unit Owners to elect a new Board. After said meeting of the Residential Unit Owners in which the Residential Unit Owners elect a new Board of Managers and thereafter the Board of Managers shall consist of a total of three (3) elected Members to the Board of Managers. The Sponsor, as the owner of Unsold Residential Units, will be entitled to designate all of the Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. There is no limit on the period of time it may take Sponsor to convey all the Residential Units in the Condominium and as a result the Sponsor may control the board indefinitely. At such time as all of the Residential Units are Closed, Sponsor will not be entitled to any representation of the Members on the Board of Managers. The First Annual Meeting of the Residential Unit Owners will be held within two (2) years of the Closing of Title to the first Residential Unit in the Condominium or thirty (30) days after the end of the Sponsor Control Period, whichever occurs first. At such time that all Residential Units in the Condominium have been sold and closed, and within thirty (30) days of the end of the Sponsor Control Period, the then Sponsor-controlled Board will call a meeting of the Residential Unit Owners to elect a new Board ("Turnover Meeting"). The Turnover Meeting, at which the Residential Unit Owners will elect the Board of Managers, will be within thirty (30) days after the expiration of the Sponsor Control Period, which may occur later than one (1) year after the date of the Closing of Title to the first Residential Unit in the Condominium. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers before the last Residential Unit is closed. Sponsor's right to control the Board of Managers indefinitely has important consequences, which include, but are not limited to, that Sponsor is able to make decisions for the Condominium irrespective of whether Residential Unit Owners agree with or look favorably upon those decisions.

As a result of the above, the Sponsor will have voting control of the Board of Managers during this period. As a result of the fact Sponsor may retain all of the Members of the Board of Managers for said period, Purchasers for their own occupancy may never gain voting control of the Board of Managers under the terms of this Offering Plan. Purchasers individually, or as a group, may take legal or administrative action to enforce the Sponsor's obligations to the Condominium. However, they will be unable to do so in the name of the Condominium. In addition, the funds utilized for such actions will either have to be obtained by a Special Assessment of all Residential Unit Owners excluding the Sponsor or obtained through independent funds of the Residential Unit Owners. The Sponsor will also, during this indeterminate period, have control of maintenance, facilities and services to be provided to the Condominium and will determine the Common Expenses to be paid by all Residential Unit Owners, including the Sponsor and will also be responsible for the enforcement of the Sponsor's obligations through the Board of Managers. Purchasers should further note that the By-Laws do not contain any provision that provides that after the Sponsor relinquishes control of the Board a majority of the

Members of the Board of Managers must be owner occupants who are unrelated to the Sponsor or its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e., purchasing as a Residential Unit to live in as opposed to purchasing as an investment. Notwithstanding, the Board of Managers has a fiduciary duty to the Condominium and the Residential Unit Owners to act in the best interest of the Condominium and the Residential Unit Owners during the period the Sponsor retains control of the Board of Managers. In the event there is a vote to enforce Sponsor's obligations to the Condominium, the Sponsor will be required to abstain from the vote.

The First Board of Managers of the Condominium will consist of Aran Scott, Paula Stolowicz Ras and Jennifer Polei. Aran Scott is the principal of the Sponsor. Jennifer Polei is Mr. Scott's spouse. Paula Stolowicz Ras is a business associate and affiliate of Mr. Scott but is not affiliated with the Sponsor. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the first Board as set forth below. Thereafter the Sponsor shall have the right to substitute Members of the Board it has appointed as Sponsor so determines. The First Annual Meeting of the Residential Unit Owners will be held within two (2) years of the Closing of Title to the first Residential Unit in the Condominium or thirty (30) days after the end of the Sponsor Control Period, whichever occurs first. At such time that all Residential Units in the Condominium have been sold and closed, and within thirty (30) days of the end of the Sponsor Control Period, the then Sponsor-controlled Board will call a meeting of the Residential Unit Owners to elect a new Board ("Turnover Meeting"). The Turnover Meeting, at which the Residential Unit Owners will elect the Board of Managers, will be within thirty (30) days after the expiration of the Sponsor Control Period, which may occur later than one (1) year after the date of the Closing of Title to the first Residential Unit in the Condominium. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers before the last Residential Unit is closed. Until such time as the Sponsor relinquishes control of the Board of Managers, the Sponsor shall appoint the three (3) Members of the Board of Managers for one (1) year terms and shall continue to appoint the three (3) members of the Board of Managers until the Sponsor is required to relinquish control of the Board of Managers. The Sponsor, as the owner of Unsold Residential Units, will be entitled to designate all of the Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees.

At such time as all of the Residential Units are Closed, Sponsor will not be entitled to any representation of the Members on the Board of Managers. Upon the election and designation of the new Board of Managers at a duly-called meeting of the Residential Unit Owners, the Members of the First Board will resign. Members of the Board of Managers may be removed for cause by an affirmative vote of sixty-six and two thirds' percent (66⅔rds) of the Residential Unit Owners. In the event a Sponsor designee is removed for cause, the Sponsor shall have the sole right to designate a replacement. Officers of the Condominium may be removed with or without cause, at any time, by the affirmative vote

of a simple majority (i.e., greater than fifty [50%] percent) of the Members of the Board of Managers.

For a period ending not more than five (5) years after the Closing of the first Residential Unit, or whenever the unsold Residential Units constitute less than twenty-five (25%) percent of the Percentage of Common Interest, whichever is sooner, the Board of Managers may not, without the Sponsor's prior written consent (i) make any additions, alterations or improvements to the General Common Elements, Individual Residential Unit's Limited Common Elements of the Condominium that is not a Residential Unit Owner's obligation and/or to any Residential Unit costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work; or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; or (iii) hire any employee in addition to the employees referred to in the Offering Plan; or (iv) enter into any contracts not in existence on the date of the first Closing of Title to a Residential Unit; or (v) borrow money on behalf of the Condominium; or (vi) reduce the services or maintenance set forth in Schedule B; (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium; or (viii) increase the Common Charges of the Condominium more than ten (10%) from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor for the purpose of commencing a lawsuit against the Sponsor or any of its principals.

As noted above, the Sponsor has the right to retain control over certain expenditures and fiscal actions of the Board of Managers. Notwithstanding said fact, Sponsor may not exercise veto power over expenses described in Schedule B (the proposed first year budget), or over expenses required:

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

(ii) to remedy any notice of violation; or

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

(iv) necessary for the preservation or safety of the Condominium or for the health and safety of occupants of the Condominium or required to avoid the suspension of any necessary service to the Condominium.

The above provisions provide that during said period, significant financial decisions of the Board of Managers will be decided by the Sponsor. Examples of such decisions are, in part, the ability to borrow money, as provided in The Condominium Act (Article 9-B of the Real Property Law, §339-jj), for a capital improvement all Residential Unit Owners are in favor of, or the ability to enter into a contract with a lawyer and fund legal fees if the Sponsor fails to comply with provisions in the offering.

Notwithstanding the above the Members of the Board of Managers have a fiduciary obligation to act within the best interests of the Condominium. Residential Unit Owners are entitled to pursue all available remedies if Members of the Board of Managers (including without limitation Sponsor designated Members of the Board of Managers) breach such obligations.

The detailed provisions for the management of the Condominium are set forth in the attached By-Laws. The By-Laws contain provisions, among others, dealing with the election of the Board of Managers, and Condominium officers, powers of the Board of Managers, voting rights of Residential Unit Owners, assessment of Common Charges, foreclosure of liens for non-payment of Common Charges, management of the Condominium and the use of the Residential Units. The By-Laws provide that the Condominium shall be governed by the Board of Managers, but that the Board of Managers shall have the right to designate Committees or a Managing Agent to carry out such function.

Members and officers of the Board of Managers serve without compensation.

XVIII. BOARD OF MANAGERS

The form of the By-Laws and the Declaration of Condominium referred to in the Offering Plan appear in Part II as Schedules I and J.

The following is a summary of certain provisions of the By-Laws and Declaration of Condominium.

Board of Managers

The affairs of the Condominium shall be governed by a Board of Managers. The First Board of Managers shall consist of three (3) Members designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the First Annual Meeting of the Residential Unit Owners which shall be held within two (2) years of the Closing of Title to the first Residential Unit or thirty (30) days after the Sponsor Control Period, whichever is sooner (the "First Annual Meeting"). The First Board of Managers of the Condominium will consist of Aran Scott, Paula Stolowicz Ras and Jennifer Polei. Aran Scott is the principal of the Sponsor. Jennifer Polei is Mr. Scott's spouse. Paula Stolowicz Ras is a business associate and affiliate of Mr. Scott but is not affiliated with the Sponsor. Until succeeded by the Members elected at a duly-called meeting of the Residential Unit Owners, Members need not be Residential Unit Owners; thereafter, all Members, other than designees or nominees of the Sponsor, shall be Residential Unit Owners. The Members shall be elected or designated at the Annual Meeting of the Residential Unit Owners.

At the First Annual Meeting of Residential Unit Owners a total of three (3) Members shall be elected or designated. All Members, other than those the Sponsor can designate, shall be elected by the Residential Unit Owners. The term of office of all Members shall be fixed for one (1) year term.

Each Residential Unit Owner shall be entitled to cast one vote for each Member to be elected to the Board of Managers. At the expiration of the initial term of office of each respective Member, their successor shall be elected to serve a term of one (1) year. The Members shall hold office until their successors have been elected and hold their first meeting.

Any Residential Unit Owner in default of the payment of Common Charges, Special Assessments, late fees, interest and/or penalties shall be ineligible to be elected to the Board of Managers and/or vote at any general, Annual or Special Meeting.

The Sponsor shall have the right to designate the initial Members of the Board of Managers until the closing of title to all Residential Units in the Condominium. This Section may not be amended without the written consent of Sponsor.

In addition to the Members designated by the Sponsor, as long as Sponsor retains an unsold Residential Unit in the Condominium, Sponsor may vote as Sponsor so determines for any other Members, so long as the Members are not on Sponsor's slate

of Members for the Board of Managers, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than any mortgage that may be held by the Sponsor or affiliated entity of the Sponsor, if applicable.

Sponsor is entitled to designate the Members to the First Board of Managers and shall be entitled to retain control of the Board of Managers until the First Annual Meeting or the closing of title to all Residential Units in the Condominium whatever occurs last. Sponsor Members shall be appointed for one (1) year terms. At the expiration of the Sponsor Member terms, if Sponsor is still entitled to nominate Members to the Board of Managers, the Sponsor Members shall thereafter continue to be appointed as Members for one (1) year terms until the Sponsor is required to relinquish the position or Sponsor voluntarily resigns the position. When the designated Members of the Sponsor are required to relinquish their position on the Board of Managers the Sponsor will call for the First Annual Meeting of the Residential Unit Owners within a reasonable period of time thereafter. In the event the Sponsor voluntarily relinquishes a position on the Board of Managers the Board of Managers will either (a) call for a Special Meeting of the Residential Unit Owners pursuant to the provisions of Article II, Section 10 of the By-Laws to elect a Residential Unit Owner for the balance of the Sponsor Member term or (b) the remaining Members of the Board of Managers will appoint a Residential Unit Owner to the Board of Managers for the balance of the Sponsor Member term. At the expiration of the term the Residential Unit Owners shall have a meeting to elect a Residential Unit Owner to a full one (1) year term. Notwithstanding the aforementioned, in the event the Sponsor voluntarily relinquishes a position on the Board of Mangers before the Sponsor is obligated to do so, upon notice from the Sponsor to the Board of Managers that the Sponsor desires to reclaim said position the Member appointed or elected to said position shall resign and the Sponsor shall reappoint a Member to the Board of Managers.

Compensation

Members of the Board of Managers and Officers of the Condominium will serve without compensation.

Removal/Suspension of Members of the Board of Managers

Members may be removed with or without cause by an affirmative vote of sixty-six and two-thirds percent (66⅔rds) in number of the Residential Unit Owners entitled to vote at a special meeting called pursuant to Article II, Section 10 of the By-Laws. No Member other than a Member designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Residential Unit Owner. In the event a Sponsor designee Member is removed, the Sponsor shall have the sole right to designate the Sponsor Member replacement.

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium.

Powers and Duties of Board of Managers

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration of Condominium or by the By-Laws, directed or required to be exercised or done by the Residential Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses. The Common Charges are payable in advance as determined by the Board of Managers. The Board of Managers may increase the monthly Common Charges or vote a Special Assessment in excess of the Common Charges, if required, to meet any additional necessary Common Expenses, but said increases can only be assessed among the Residential Unit Owners pro-rata according to their respective Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium or in such other manner as provided in Article VI, Section 9 of the By-Laws.

2. To determine and impose penalties, late fees and interest against Residential Unit Owners delinquent in the payment of their Common Charges and to revise the amount of such fees as the Board of Managers so determines.

3. To determine and impose move in and move out fees and to revise said fees in its good faith discretion.

4. To collect, use, and expend the Common Charges collected to maintain, care for and preserve the General Common Elements, and Individual Residential Unit's Limited Common Elements that have been designated to the Condominium to repair, replace and maintain and any other Common Expenses of the Condominium.

5. To make repairs, restore or alter any Residential Unit or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

6. To enter in and upon the Residential Units when necessary and at as little inconvenience to the Residential Unit Owners as possible in connection with the maintenance, care, and preservation of the property, including any inspection or repairs necessitated by mold. No prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Residential Units, or for the safety of Condominium residents or other

persons or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Residential Unit Owner will be at the expense of the Residential Unit Owner.

7. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.

8. To insure and keep insured the Common Elements and Residential Units in accordance with Article VII of the By-Laws.

9. To collect delinquent Common Charges, Special Assessments, late fees, penalties and/or interest by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Residential Unit Owners of the Condominium for violations of the Declaration of Condominium, By-Laws or the Rules and Regulations of the Condominium.

10. To make reasonable Rules and Regulations applicable to all Residential Units and all Residential Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Residential Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Residential Unit Owner.

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

12. To bring and defend actions by or against one (1) or more Residential Unit Owners that are pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, section 7 (c) of the By-Laws.

13. To acquire a Residential Unit in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Residential Unit so acquired and to vote as a Residential Unit Owner subject to any restrictions contained in the By-Laws, offer such Residential Unit for sale or lease or take any other steps regarding such Residential Unit as shall be deemed proper by the Board of Managers.

14. To make additions, alterations, or improvements to the General Common Elements and Individual Residential Unit's Limited Common Elements that have been delegated to the Condominium to maintain, repair and/or replace as provided in the Declaration of Condominium and/or the By-Laws.

15. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, or for capital expenditures such as repair or replacement of Building components or systems or to remedy a major Building defect, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Residential Unit.

16. To act as an agent for one (1) or more Residential Unit Owners to file a single complaint and bring a special proceeding on behalf of Residential Unit Owners who wish to contest the real estate tax assessments of their Residential Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such an event, the Board of Managers could retain counsel on behalf of such Residential Unit Owners and charge each Residential Unit Owner for whom it is acting a pro-rata share of expenses, disbursements and legal fees, based upon the Residential Unit's Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium, the payment for which would be secured by a lien on each Residential Unit. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Residential Unit Owners it will perform such service for.

17. To determine and impose penalties, late fees and interest against Residential Unit Owners delinquent in the payment of their Common Charges and/or Special Assessments and in violation of the Rules and Regulations. The Board of Managers shall have the right to revise the amount of such fees as the Board of Managers so determines.

18. To enter into contracts, settlement agreements and/or other matters on behalf of the Condominium.

19. To enter into revocable license agreements for the use of space within the General Common Elements so long as the license agreement does not hinder or encroach upon the rights of Residential Unit Owners to use the General Common Elements, and/or Individual Residential Unit's Limited Common Elements.

20. To grant utility or other easements over or to the Common Elements as may, at any time, be required for the benefit of the Condominium and the Residential Unit Owners without the necessity of the consent thereto, or joinder therein, by the Residential Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Residential Unit Owners who have the right to use such Common Elements to the exclusion of any other Residential Unit Owners, the consent of all such affected Residential Unit Owners shall be required in writing before such easement shall be granted);

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) Member of the Board of Managers, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

(c) For a period ending not more than five (5) years after the Closing of the first Residential Unit, or whenever the unsold Residential Units constitute less than twenty-five (25%) percent of the Percentage of Common Interest, whichever is sooner, the Board of Managers may not, without the Sponsor's prior written consent (i) make any additions, alterations or improvements to the General Common Elements, Individual Residential Unit's Limited Common Elements of the Condominium that is not a Residential Unit Owner's obligation and/or to any Residential Unit costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work; or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; or (iii) hire any employee in addition to the employees referred to in the Offering Plan; or (iv) enter into any contracts not in existence on the date of the first Closing of Title to a Residential Unit; or (v) borrow money on behalf of the Condominium; or (vi) reduce the services or maintenance set forth in Schedule B; (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium; or (viii) increase the Common Charges of the Condominium more than ten (10%) from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates

evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor for the purpose of commencing a lawsuit against the Sponsor or any of its principals. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(d) Notwithstanding Article III, Section 7(c) of the By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

1. to comply with applicable laws or regulations; or

2. to remedy any notice of violation; or

3. to remedy any work order by an insurer, or

4. necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

(e) Sponsor may exercise veto power over expenses described herein, other than those described in Article III, Section 7(d) of the By-Laws, for a period ending not more than five (5) years after the Closing of the first Residential Unit or whenever the unsold Residential Units constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

The provisions of this Section may not be amended without the written consent of Sponsor.

Liability and Indemnification of Board of Managers, Officers and Residential Unit Owners

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Residential Unit Owner for damages for any breach of duty in the Member's capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a Member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which the Member was not legally entitled.

The Condominium, through the Residential Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any limited liability company, partnership, joint

venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Officer, the Member's or Officer's testator, was a Member of the Board of Managers, Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer of the Condominium if a judgment establishes that the Member's or Officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member or Officer was not legally entitled.

The Residential Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Condominium or of the By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Residential Unit Owners). It is understood and permissible for the Board of Managers or Officer of the Condominium, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities on reasonable terms and prevailing rates without incurring any liability for self-dealing. It is also intended that the liability of any Residential Unit Owner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of the total liability thereunder as the Residential Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Residential Unit Owners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Member of the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member, or Officer of the Condominium as the case may be, are acting only as agent for the Residential Unit Owners and shall have no personal liability thereunder (except as Residential Unit Owners).

Each Residential Unit Owner's liability pursuant to this Section shall be limited to such proportion of the total liability there under as the Residential Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all Residential Unit Owners in the Common Elements.

Officers

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be

Residential Unit Owners or Members of the Board of Managers except any Assistant Secretaries or Assistant Treasurers. In addition, the President must be both a Residential Unit Owner and a Member of the Board of Managers. Two (2) or more offices may be held by the same person.

The President shall be the Chief Executive Officer of the Condominium, shall preside at all meetings, shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect.

The Vice President shall take the place of the President and perform the duties of the President whenever the President is unable to do so.

The Secretary shall record all votes and the minutes of all proceedings in a book.

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Residential Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Residential Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Repairs, Alterations and Improvements to Common Elements

All maintenance, painting, repairs and replacement to the General Common Elements including but not limited to exterior walls, roof and roof members of the Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of foyers and stairways of the Building, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Residential Unit and services another Residential Unit or more than one Residential Unit or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements shall be the responsibility of the Board of Managers and the cost thereof shall be a Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Residential Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in the Residential Unit, or the prior alteration of the Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance, repair and replacement to any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Residential Unit for the exclusive use of a Residential Unit Owner shall be the sole obligation of such Residential Unit Owner at the Residential Unit Owner's sole cost and expense.

All maintenance, repair and replacement to any portion of any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the General Common Elements shall be the responsibility of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Residential Unit Owner or the prior alteration of a Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance, repair and replacement to pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in a Limited Common Element and servicing two (2) or more Residential Units shall be the responsibility of the Condominium and a Common Expense of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Residential Unit Owner or the prior alteration of a Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance and repairs to the interior portion of Residential Units, other than to any General Common Elements contained therein, are the responsibility of the respective Residential Unit Owners at their sole expense. All structural changes to a Residential Unit shall comply with the provisions of Article VIII, Section 1(f) of the By-Laws.

All maintenance and repair to the interior portion of the window area and doors which open from a Residential Unit are the responsibility of the Residential Unit Owner who owns the applicable Residential Unit. All maintenance, repair and any replacement to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open from a Residential Unit will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Residential Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Residential Unit be caused as a direct result of the negligence or act of a Residential Unit Owner, occupant, tenant, guest or any other person residing, visiting or doing work in the Residential Unit, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Residential Unit and the cost of such repair or replacement shall be charged to the Residential Unit Owner as an additional Common Charge or Special Assessment.

The interior glass surfaces of all windows located in the Residential Units are to be cleaned at the Residential Unit Owner's sole cost and expense. The exterior surfaces of all Residential Unit windows shall be cleaned by the Board of Managers and the cost shall

be a Common Expense. Broken window glass in a Residential Unit shall be replaced by the Residential Unit Owner at the Residential Unit Owner's sole cost and expense, unless such breakage was caused by the Board of Managers or its agents, in which case replacement shall be made by the Board of Managers as a Common Expense.

Entrance doors to Residential Units and the roof of the Building shall be maintained and repaired by the Board of Managers unless the damage thereto was caused by a Residential Unit Owner, in which case the Board of Managers shall make the repair and charge the Residential Unit Owner accordingly.

The rear yard and balconies of the Condominium may not be enclosed and may not be used for storage. The rear yard and balconies may not be used for any type of occupancy, including as a bedroom or living room. The cellar has less light and air than ordinary living space and is more susceptible to dampness. The cellar may not be used for eating or sleeping. Drains located in or on the Property must be kept clean and open at all times to prevent flooding. Residential Unit Owners will not be permitted to store any combustible material or other items in or on any yard, deck, balcony, patio or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to any yard, balcony, deck, patio or terrace, except as required for repair or replacement with the consent of the Board of Managers.

General maintenance and repairs to, and landscaping of, any portion of the rear yard that is a Limited Common Element of Residential Unit #1, including, without limitation, the rear yard areaway, open deck, stairs, pavers raised garden and trellis therein, will be the responsibility of the Residential Unit Owner of Residential Unit #1. Notwithstanding the foregoing, all maintenance, repairs, and replacement of any fence surrounding the rear yard will be the responsibility of the Condominium the costs thereof a Common Expense of the Condominium. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the rear yard that is the Residential Unit Owner of Residential Unit #1's responsibility at said Residential Unit Owner's sole cost and expense. In the event the Residential Unit Owner of Residential Unit #1 does not maintain, repair, or landscape any portion of the rear yard that is the responsibility of said Residential Unit Owner, the Board of Managers shall have the right to make the necessary maintenance, landscaping, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge said Residential Unit Owner for the cost of all such repairs, and/or landscaping, and/or maintenance and/or replacement work. In the event that the Board of Managers charges said Residential Unit Owner for repairs, landscaping, maintenance and/or replacement to the rear yard that is a Limited Common Element of Residential Unit #1 the Board of Managers shall have the right to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

All structural repairs and replacements to any balcony, patio, deck or terrace area that is a Limited Common Element of any Residential Unit will be the responsibility of the Condominium and a Common Expense of the Condominium. All general maintenance

and repairs to a Limited Common Element of any Residential Unit Owner, including any balcony, patio, yard, pavers, deck and/or terrace that is a Limited Common Element of any Residential Unit, including cleaning, snow removal and all repairs not structural in nature, (including, without limitation, the repair of leaks, painting or staining, and the replacement of pavers) shall be the responsibility of the applicable Residential Unit Owner. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to any roof top area, yard, deck, balcony, patio and/or terrace that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Residential Unit exclusively shall be the responsibility of the applicable Residential Unit Owner for such equipment, services, etc. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to said equipment that is a Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost and expense.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and the cost thereof shall be a Common Expense payable by all the Residential Unit Owners as provided in Article VI of the By-Laws. Notwithstanding, the cost of any maintenance or repairs necessitated due to the negligence, misuse or neglect of a Residential Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in a Residential Unit, or caused by any prior alteration of a Residential Unit, shall be assessed to and paid by the applicable Residential Unit Owner.

Every Residential Unit Owner must promptly perform all maintenance and repair work to such Owner's Residential Unit and any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use which is their sole responsibility, and each Residential Unit Owner is expressly responsible for the damages and liabilities that the failure to do so may engender. In particular, but without limitation, each Residential Unit Owner will be solely responsible for maintenance and repair of the drains and water apparatuses located in that Owner's Residential Unit and any appurtenant Individual Residential Unit's Limited Common Elements. The Board of Managers shall perform all maintenance and repair work to drains and water apparatuses located in the General Common Elements and the cost thereof shall be a Common Expense, unless such maintenance or repairs were necessitated by the negligence or misuse of a Residential Unit Owner or the Owner's occupant, tenant or guest, or any other person residing in, visiting, doing work or having done work on behalf of Residential Unit Owner, whereupon all costs and expenses of the maintenance and/or repairs shall be

assessed to and paid by the applicable Residential Unit Owner. In the event that a water leak occurs for which a particular Residential Unit Owner is individually responsible and such leak causes damage to one (or more) other Owner's Residential Unit and/or any other such Unit's Limited Common Elements, then the Residential Unit Owner who is individually responsible for the leak shall also be responsible for the costs and expenses associated with repairing the damage caused thereby to any other Owner's Residential Unit and/or any other such Unit's Limited Common Elements. In the event that a water leak occurs for which a particular Residential Unit Owner is individually responsible and such leak causes damage to the General Common Elements, unless such leak was caused by the negligence or misuse of the applicable Residential Unit Owner or the Owner's occupant, tenant or guest, or any other person residing in, visiting, doing work or having done work on behalf of Residential Unit Owner, then the costs and expenses associated with repairing damage to the General Common Elements shall be a Common Expense. Subject to the right of the Board of Managers to designate or approve any and all contractor(s) performing work at the Condominium in its sole discretion, each Residential Unit Owner shall have the right to designate or approve the contractor performing work on or to that Owner's Residential Unit and/or appurtenant Limited Common Elements.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium that is not the responsibility of the City of New York and all snow removal to the General Common Elements shall be the responsibility of the Condominium and a Common Expense of all the Residential Units in the Condominium.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Residential Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Residential Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Residential Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Residential Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

All repairs, painting or maintenance, whether made by the Residential Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the General Common Elements or Individual Residential Unit's Limited Common Elements shall be carried out in such a manner as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Residential Unit Owner fails to maintain, repair or replace its Residential Unit or any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, or any other portions of the Building or any other Residential Unit or other Individual Residential Unit's Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Residential Unit or Limited Common Elements for a Residential Unit's exclusive use and to charge said Residential Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential Unit Owner for repairs, maintenance and/or replacement to their Residential Unit or for repairs to any Common Elements restricted in use to such Residential Unit Owner, and the Residential Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers shall have the right to designate or approve a contractor to do any such work required by a Residential Unit Owner at the Residential Unit Owner's sole expense.

Restoration or Reconstruction After Fire or Other Casualty

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

If seventy-five (75%) percent or more of the Residential Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Residential Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Residential Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration

pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Residential Unit Owners in proportion to the respective Percentage of Common Interest, after first paying out of the share of each Residential Unit Owner the amount of any unpaid liens on his or her Residential Unit, in the order of the priority of such liens.

Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements, no matter how classified and the Residential Units in the Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Residential Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Residential Unit Owners, contained therein, covering the interest of the Condominium, the Board of Managers and all Residential Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Residential Unit which shall provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $100,000 or less, shall be payable to the Board of Managers, and if more than $100,000 shall be payable to the Insurance Trustee. Each Residential Unit Owner and each Residential Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the Percentage of Common Interest applicable to said Residential Unit.

The blanket property insurance as provided above will commence with the Closing of Title to the first Residential Unit.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Residential Unit Owners or of the invalidity arising from any acts of the insured or any Residential Unit Owners and shall provide that such policies may not be canceled or

substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Residential Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Residential Unit at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be affected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Residential Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Residential Unit Owners which is not in the control of such Residential Unit Owners collectively; and that the policy is primary in the event the Residential Unit Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent and each Residential Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Residential Unit Owners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Residential Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employer's liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the closing of title to the first Residential Unit.

In addition to the above, blanket fidelity bond coverage shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or

responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds or insurance shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to 3 months' aggregate assessments on all Residential Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae, also receive such notice of cancellation or modification.

Residential Unit Owners shall be required to carry individual insurance on their Residential Units as provided below.

Residential Unit Owner Insurance

Each Residential Unit Owner is required to carry insurance covering their contents, fixtures, personal property and improvements and betterments (collectively "Contents") and liability insurance covering their Residential Unit and extended to include the Board of Managers, the Condominium, any Managing Agent and other Homeowners as additional insured's. Such insurance is subject to the approval of the Board of Managers in advance of the purchase of a Residential Unit, in the Board of Manager's sole discretion. The policy shall be extended to include any additional insured including but not limited to the Sponsor, other Residential Unit Owners and any Mortgagees. All such insurance must be provided by a carrier that is recognized as a licensed admitted carrier in the State of New York with a rating equal to a Best Rating Guide of AV or better. The Board of Managers reserves the right to alter or increase the coverage required hereunder at any time and from time to time. In addition to the foregoing, Residential Unit Owners are instructed to carry coverage for loss of rents, water damage, sewer and drain back up and such other coverage for their contents as they may determine to be in their best interests. The Board of Managers shall have the right to require that a Residential Unit Owner provide evidence to the Board of Managers of the insurance required herein as requested by the Board of Managers.

Reports to Residential Unit Owners

All Residential Unit Owners will receive within four (4) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement prepared by an independent public accountant, a statement regarding any taxable income attributable to the Residential Unit Owners, and a notice of the holding of the annual Residential Unit Owners meeting. During such time as the

Sponsor retains a majority of the Board of Managers, the Board of Managers shall provide a certified annual statement at the cost of the Condominium.

Amendments to Declaration of Condominium

The provisions of the Declaration of Condominium may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66⅔%) percent of the Residential Unit Owners in number held at a duly-called meeting of the Residential Unit Owners, provided however, that:

a. No amendment altering a Residential Unit Owner's Percentage of Common Interest shall be made without the consent of all Residential Unit Owners affected.

b. No amendment shall be passed which shall affect, impair or prejudice the validity, interest, rights and priorities of mortgagees.

c. No amendment, modification, addition or deletion of, to or from the Declaration of Condominium, the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its successors, assigns or designees or against any Unsold Residential Unit, as long as the Sponsor, its successors, assigns, or designees owns an Unsold Residential Unit in the Condominium unless the Sponsor, its successors, assigns or designees has given its prior written consent thereto. This provision is not subject to amendment.

d. The Declaration of Condominium may not be altered, amended or repealed in such a manner as would adversely affect the Sponsor, its successors, assigns or designees without the written consent of the Sponsor, its successors, assigns or designees. This provision is not subject to amendment.

e. The Board of Managers and the Sponsor, as long as the Sponsor owns an Unsold Residential Unit in the Condominium, shall have the right to amend the Declaration of Condominium without the vote or consent of the Residential Unit Owners or the holders of any Residential Unit mortgages and to execute and record in the New York City Registrar's Office, such amendment as may be required to reflect (i) changes in the Declaration of Condominium (including Schedule B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections; or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium, or (v) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the

Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association (FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or State or Local Funding Agencies. In connection therewith, each Residential Unit Owner upon becoming a Residential Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Sponsor to amend the Declaration of Condominium for said purposes.

f. In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Residential Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General Common Elements or Individual Residential Unit's Limited Common Elements, or rights to their use; boundaries of any Residential Unit; convertibility of Residential Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the selling and leasing provisions of Residential Units contained in Article XI of the By-Laws; imposition of any restrictions on a Residential Unit Owner's right to sell or transfer the Residential Unit Owner's Residential Unit; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration of Condominium shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. Sponsor reserves the right to amend the Declaration of Condominium, without consent of Residential Unit Owners or the Board of Managers, to provide that a holder, insurer, or guarantor of a first mortgage shall automatically be deemed an "eligible holder, insurer or guarantor" upon becoming

same without the requirement of having to request notice in accordance therewith under the provisions of the Declaration.

There shall be a presumption for a period of eight (8) days subsequent to the recording of the amendment that the vote of the Residential Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the eight (8) day period such presumption will be deemed conclusive.

The Sponsor, its successors, assigns and purchasers of undeveloped or unsold Residential Units shall have the right without vote or consent of the Residential Unit Owners, the Board of Managers or the holders of Residential Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Register's Office of the City of New York, and elsewhere, if required by law, an amendment or amendments to the Declaration of Condominium (together with such other documents, plans and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans and/or amended As-Built Floor Plans, Condominium or Residential Unit Designation Map filed as part of an amended Declaration of Condominium are an accurate copy of portions of the Building Plans and fully and fairly depict the layout, location, designation and approximate dimensions of the Residential Units as built, or (ii) utility easements, or (iii) technical corrections to the Declaration of Condominium and By-Laws to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of the Declaration of Condominium to conform the model type, square footage and type and number of rooms and any other required information for a specified Residential Unit, so long as the appurtenant Percentage of Common Interest does not change for said Residential Unit subject to the rights provided in subsections 3 (v), (vii) and (viii) hereof or (v) to amend Schedule B prior to the first closing, to effect a change in the Percentage of Common Interest of all or specific Residential Units and revise Schedule B accordingly or (vi) to amend Schedule B of the Declaration of Condominium to assign or revise a Residential Unit's Individual Residential Unit's Limited Common Elements appurtenant to another Residential Unit, this cannot affect a Unit Owner with a valid Purchase Agreement if it is a material change, without that purchaser's acceptance, or (vii) to amend Schedule B of the Declaration of Condominium to consolidate or subdivide Residential Units subject to all necessary approvals by the Building Department of the City of New York, or other municipality or administrative agency, to revise the square footage and type and number of rooms and any other required information for a specified Residential Unit and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Residential Units that were consolidated or subdivided, or (viii) to effectuate permissible changes in unsold Residential Units including the Percentage of Common Interest of one (1) or more of the Unsold Residential Units as long as it does not change the Percentage of Common Interest of a sold Residential Unit and to amend Schedule B accordingly, or (ix) to amend Schedule B to make technical corrections to said Schedule including, but not limited to, square footage of Residential Units, assign or revise Individual Residential Unit's Limited Common Elements appurtenant to a Residential Unit or to revise the number and description of rooms contained in a Residential Unit or (x) to make changes or revisions

to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (xi) to make corrections that are patent errors, inconsistencies, scrivener's errors and technical errors, or (xii) to comply with any federal, state or city law or regulation that may affect the Condominium; or (xiii) the carrying out of other provisions of the Offering Plan of the Condominium. In connection thereof, each Residential Unit Owner upon becoming a Residential Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Residential Units to amend the Declaration of Condominium for the above purposes.

Any amendment to the Declaration of Condominium shall not take effect until it is recorded in the New York City Register's Office.

Regardless of any other provision of the Declaration of Condominium, no action for partition or division of the Common Elements shall be brought nor shall this Offering Plan of condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

Amendments to By-Laws

The By-Laws may be altered, amended or added to at any duly called Residential Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Residential Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition, the following shall apply to amendments to the By-Laws:

(a) No amendment shall be passed which will affect or impair the validity of the Residential Unit Owners' interest in a Residential Unit.

(b) No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee, assignee or successor or any Unsold Residential Unit, as long as the Sponsor, its designee, assignee or successor owns an Unsold Residential Unit in the Condominium unless Sponsor, its designee, assignee or successor has given its prior written consent thereto. This provision is not subject to amendment.

(c) The Board of Managers shall have the right to amend the By-Laws without the consent of the Residential Unit Owners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors or technical errors, or to make changes or revisions to comply with the requests,

guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association (FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or State or Local Funding Agencies. In connection therewith, each Residential Unit Owner upon becoming a Residential Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend the By-Laws for said purposes.

(d) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights and priorities of a mortgagee.

(e) The Sponsor shall have the right to amend the By-Laws without the consent of the Residential Unit Owners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state, city or local law or regulation that may affect the Condominium. In connection therewith, each Residential Unit Owner upon becoming a Residential Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Residential Units, to amend the By-Laws for said purposes.

(f) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Residential Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; method of assessments, assessment liens, or subordination of assessment liens; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential Unit's Limited Common Elements, or rights to their use; convertibility of Residential Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the selling and leasing provisions of Residential Units contained in Article XI of the By-Laws; imposition of any restrictions on a Residential Unit Owner's right to sell or transfer the Residential Unit Owner's Residential Unit; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after

substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. Sponsor reserves the right to amend the Condominium By-Laws, without consent of Residential Unit Owners or the Board of Managers, to provide that a holder, insurer, or guarantor of a first mortgage shall automatically be deemed an "eligible holder, insurer or guarantor" upon becoming same without the requirement of having to request notice in accordance therewith.

Residential Units Acquired by the Board of Managers

All Residential Units which are acquired by the Board of Managers, or its designee as a result of foreclosure of a lien for non-payment of Common Charges or a Right of First Refusal shall be held by the Board of Managers on behalf of all Residential Unit Owners. The Percentage of Common Interest acquired by the Board of Managers shall remain as designated in Schedule B of the Declaration of Condominium and the Board of Managers shall be responsible for paying all Common Charges appurtenant to said Residential Unit. The Board of Managers shall be entitled to cast all votes that are appurtenant to the Residential Unit s at any Residential Unit Owners meeting for all purposes except for the election of Members to the Board of Managers.

Termination of Condominium

The Property shall not be withdrawn from the provisions of Article 9-B of the Real Property Law unless at least eighty percent (80%) of the Residential Unit Owners entitled to vote in number and Percentage of Common Interest and the first mortgagees, if any, of these same Residential Units agree to the withdrawal of this Property from the provisions of such Article. The Sponsor or its nominee will not cast any of its votes for withdrawal unless eighty percent (80%) of Residential Unit Owners other than Sponsor so vote.

Covenant Against Partition of Common Elements

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

XIX. RIGHTS AND OBLIGATIONS OF RESIDENTIAL UNIT OWNERS AND BOARD OF MANAGERS

Sale or Lease of Residential Units

Any Residential Unit may be conveyed subject to local zoning ordinances, by its Residential Unit Owner free of any restrictions except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Residential Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Residential Unit Owner's Residential Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Residential Unit. In addition, all sales are subject to the Right of First Refusal of the Board of Managers as provided for in Article XI, Section 2 of the By-Laws.

Right of First Refusal

Any Residential Unit Owner who receives a bona fide offer to purchase the Residential Unit Owner's Residential Unit and intends to accept such offer, must give notice by certified or registered mail to the Board of Managers of the receipt of such bona fide offer within ten (10) days of such offer. The giving of such notice shall constitute an offer by such Residential Unit Owner to sell the Residential Unit Owner's Residential Unit to the Board of Managers or its designee, corporate or otherwise, on behalf of all other Residential Unit Owners, upon the same terms and conditions as contained in such bona fide offer. No later than ten (10) days after the receipt of such notice, the Board of Managers may elect, by sending written notice to such Residential Unit Owner before expiration of said ten (10) day period, by certified or registered mail, return receipt requested, to purchase such Residential Unit as the case may be. In such event, title shall close at the office of the attorneys for the Condominium, in accordance with the terms of the bona fide offer, within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. See Article XI, Sections 2 through 6 of the By-Laws.

The purchase of a Residential Unit by the Board of Managers or its designee, on behalf of all Residential Unit Owners, may be made from funds deposited in the Working Capital Fund and/or any expense account of the Condominium other than the Reserve Fund, which is to be used only for future major capital improvements of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Residential Unit Owner, in proportion to each Residential Unit's Percentage of Common Interest as a Special Assessment, and/or the Board of Managers may in its discretion finance the acquisition of the Residential Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Residential Unit to be purchased. If financed. all costs of the financing and any debt service on the financing shall be paid solely by the Residential Unit Owners in proportion to each Residential Unit's Percentage of Common Interest as a Special Assessment of just the Residential Units.

Permissible Use

During the period a Residential Unit is owned by the Condominium it may be rented or used for any other permissible use under the applicable zoning laws. Any Residential Unit owned by the Condominium may be sold or leased. All proceeds of any sale or lease will become income to the Condominium to be used towards Common Expenses or other Condominium purposes.

No Discrimination

The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by law if it rents or sells a Residential Unit acquired through its Right of First Refusal. See the By-Laws in Part II of the Plan.

Conveyance to the Board of Managers

Any Residential Unit Owner may convey the Residential Unit Owner's Residential Unit and Percentage of Common Interest appurtenant thereto, to the Board of Managers on behalf of all Residential Unit Owners free of any cost to the Board of Managers or the Residential Unit Owners and upon such conveyance such Residential Unit Owner shall not be liable for any Common Charges thereafter accruing against such Residential Unit.

Right to Lease

Any Residential Unit may be leased subject to the Board of Managers' Right of First Refusal and to the leasing requirements contained in Section 7 of Article XI of the By-Laws. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 7 of Article XI of the By-Laws to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in said Section 7. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

The Board of Managers reserves the right to deny a prospective tenant of a Residential Unit's application if the Board of Managers determines that the prospective tenant may constitute a threat to the health, safety and/or protection of the Residential Unit Owners or may result in substantial physical damage to the Common Elements of the Condominium without having to exercise the Board of Managers' Right of First Refusal. The Board of Managers' right to deny a prospective tenant will be in accordance with all applicable laws and regulations and will not be implemented in a discriminatory manner. In the event the Board of Managers of the Condominium, in its sole discretion, determines that the prospective tenant of the Residential Unit does not meet its criteria

for tenancy of a Residential Unit as provided herein and in Sections 1 and 7 of Article XI of the By-Laws, the Board of Managers shall issue a denial to the Residential Unit Owner within ten (10) days of such determination. The Residential Unit Owner shall thereafter have the right to procure a second prospective tenant for the Board of Managers' Right of First Refusal, review and approval pursuant to all of the terms of Article XI of the By-Laws.

The provisions contained herein shall not apply to the acquisition or sale of a Residential Unit by a mortgagee who shall acquire title to such Residential Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagees.

Whenever the term "Residential Unit" is referred to in this section, it shall include the Residential Unit, the Residential Unit Owners' undivided Percentage of Common Interest in the Common Elements and the Residential Unit Owners' interest in any Residential Units acquired by the Board of Managers.

Any sale or lease of any Residential Unit in violation of this section shall be voidable at the election of the Board of Managers.

Except as noted below, every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) The Right of First Refusal as provided in Article XI, Section 2 of the By-Laws;

(b) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease, credit and background check (including criminal background), a minimum of two (2) referrals and any other information that may be requested by the Board of Managers;

(c) the lease must be in writing;

(d) the lease must be for the entire Residential Unit;

(e) the lease must be for a minimum term of twelve (12) months. Renewal terms shall also have a minimum of twelve (12) months.

(f) the form of the lease and any renewal lease must contain a provision that the tenant has thoroughly read and agrees to be subject to the Declaration, the By-Laws and Rules and Regulations of the Condominium and agrees to accept the power of attorney of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the Rules and Regulations of the Condominium and agrees to be jointly and severally liable with the Residential Unit Owner for any and all fines and costs levied

against the tenant for any violation of the provisions of the Rules and Regulations, By-Laws and/or Declaration of Condominium;

(g) the use of the premises is subject to the Declaration, the By-Laws and the Rules and Regulations of the entire Condominium;

(h) within thirty (30) days of occupancy by the tenant or renewal of any lease, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing Agent or if no Managing Agent to the Board of Managers of the Condominium;

(i) the Residential Unit cannot be used as a youth hostel, bed and breakfast, motel or hotel or otherwise for transient tenants or listed in Airbnb or similar service;

(j) no Residential Unit Owner, Resident or tenant shall be permitted to place any signs for rent in or on the Residential Unit or the Common Elements of the Condominium;

(k) all leases and tenants are subject to all municipal requirements applicable to rentals, if any;

(l) all leases of a Residential Unit shall contain the following language: “This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the right if any, of the Board of Managers of the Condominium with respect to the transaction embodied herein pursuant to the terms of the By-Laws of the Condominium, as the same may have been amended;

(m) the lease must contain the Smoking Policy provisions contained in Article VIII, Section 2 of the By-Laws; and

(n) if any Residential Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any Rules and Regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Residential Unit Owner, or both, to have the tenant evicted or to recover damages, or both.

The Board of Managers, in its sole discretion, may add or change any of the criteria above with respect to the requirements of leasing Residential Units.

The Board of Managers reserves the right to deny a prospective tenant of a Residential Unit’s application if the Board of Managers determines that the prospective tenant may constitute a threat to the health, safety and/or protection of the Residential Unit Owners or may result in substantial physical damage to the Common Elements of the Condominium without having to exercise the Board of Managers’ Right of First

Refusal. In the event the Board of Managers of the Condominium, in its sole discretion, determines that the prospective tenant of the Residential Unit does not meet its criteria for tenancy of a Residential Unit as provided herein and in Article XI of the By-Laws, the Board of Managers shall issue a denial to the Residential Unit Owner within ten (10) days of such determination. The Residential Unit Owner shall thereafter have the right to procure a second prospective tenant for the Board of Managers' Right of First Refusal, review and approval pursuant to all of the terms of Article XI of the By-Laws.

In order to carry out the provisions of Article XI of the By-Laws and pursuant to the provisions of Article XIV of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided herein is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

By becoming a tenant, each tenant will be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (d), (f), (g), (h), (i), (j), (k) and (l) above shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of Article XI of the By-Laws. In addition. the provisions of Article XII of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Residential Unit by the mortgagee.

Sponsor Rights

The foregoing restrictions regarding the Right of First Refusal and the sale or lease of a Residential Unit shall not apply to Sponsor-owned Residential Units. The Sponsor, its successors, assignees or designees shall have the right to freely sell a Residential Unsold Residential Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted use of the Residential Unit under applicable zoning and occupancy requirements.

Real Property Law Section 339-kk

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to the applicable provision of the By-Laws. A complete copy of Section 339-kk of the Real Property Law is contained in Part II of the Offering Plan as Schedule L.

Restrictions on Occupancy and Use

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit Owner, however, may only be for residential purposes in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

The Condominium premises are subject to a Notice of Landmark Designation, dated January 6, 2021, pursuant to which the premises were designated as part of the Park Slope Historic Preservation District (Extension II) of Brooklyn and are accordingly subject to the restrictions and requirements provided for in Chapter 74, Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York. As such, Unit Owners in the Condominium will be subject to the additional landmark-designation restrictions and requirements applicable to premises in the Park Slope Historical District, which include, without limitation, that Landmarks Preservation Commission approval is required for exterior alterations that involve a material change, addition, or removal of exterior architectural features. In addition, all alterations, including interior alterations, require Landmarks Preservation Commission review. Any and all costs associated with preparing, submitting and/or securing approval of such an application to the Landmarks Preservation Commission will be an individual expense of the applicable Unit Owner, or will be a Common Expense if undertaken by the Board of Managers on behalf of or in connection with the Common Elements of more than one (1) Residential Unit.

The By-Laws of the Condominium contain the following use restrictions regarding the Residential Units: No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Residential Unit Owners, their families, employees, guests and any permitted pets shall not use or permit the use of the Residential Units and Common Elements in any manner that would be illegal, disturbing or a nuisance to other Residential Unit Owners. No resident shall put any advertisement, poster, or signs, including for-sale signs of any kind in or on a Residential Unit or the Common Elements without the consent of the Board of Managers. It is prohibited to use any of the Common Elements for storage except as may be provided in the Condominium. No Residential Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Residential Unit. All Residential Unit Owners must maintain their thermostat at a minimum of 60 degrees Fahrenheit to avoid pipes from freezing. Any Residential Unit Owner failing to adhere to this provision shall be responsible for any and all damage to the Condominium or any other Residential Unit as a result thereof. Any improvements beyond the interior walls of a Residential Unit will require the approval of the Board of Managers.

Restrictions on Pets

Residential Unit Owners will be permitted to keep dogs, cats or other common household pets in their Residential Unit subject to the provisions of this regulation. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium and unless the dog is a qualified service dog under the American Disabilities Act required for a qualified resident, tenant and/or guest. No animals may be kept or maintained in a Residential Unit for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to any Common Elements of the Condominium.

Smoking Policy

The Smoke-Free Air Act New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies,

hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505. Effective as of August 28, 2018, Local Law 147 of the City of New York became effective. Local Law 147 amends the Administrative Code of the City of New York ("NYC Administrative Code") to require that all class A multiple dwellings (i.e., buildings with 3 or more residential dwelling units) adopt a written smoking policy (the "Smoking Policy"). Pursuant to the requirements of Local Law 147 of the City of New York the following constitutes the Smoking Policy applicable to the Condominium and to all Residential Unit Owners, residents, tenants, guests, licensees, employees and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium:

(a) Definitions:

(i) Smoking: Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designated for people to use to inhale smoke.

(ii) Electronic Cigarette (E-Cigarette): A battery-operated device that heats a liquid, gel, herb or other substance and produces a vapor for people to inhale.

(b) Policy:

(i) All types of Smoking and use of Electronic Cigarettes as defined above are prohibited from all general common areas of the Condominium, including but not limited to any lobby, hallway, stairwell, mailroom, fitness room or other recreational facility, meeting room, laundry room, storage area, mechanical room, equipment room, cellar, basement, elevator, garage, rooftop, play areas, parking areas, shared balconies, shared courtyards, shared patios, shared porches, shared yards and/or any outdoor common area within 15 feet of entrances, exits, windows, and air intake Residential Units on property grounds.

(ii) All types of Smoking and use of Electronic Cigarettes are prohibited from the rear yard and balconies or any other space designated as an Individual Residential Unit's Limited Common Element appurtenant to the Residential Unit.

(iii) All legal Smoking and use of Electronic Cigarettes is permitted within the interior area of a Residential Unit.

(iv) The Smoking Policy shall be applicable to all Residential Unit Owners, residents, tenants, guests, licensees, employees and all persons that may be in or on any portion of the Condominium.

(v) Any Residential Unit Owner who leases their Residential Unit shall incorporate the provisions of the Smoking Policy into the lease with the Residential Unit Owner's tenant.

(c) Complaints:

Complaints about smoke drifting into a Residential Unit or common area should be made promptly to the Managing Agent. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

The provisions of Local Law 147 of the City of New York shall take precedent in the event of any conflict with the Smoking Policy contained herein.

The Smoking Policy shall be applicable to all Residential Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium. The Smoking Policy is contained in Article VIII (the "Rules and Regulations"), Section 2 of the By-Laws.

Mortgage of Residential Units by Residential Unit Owners

A Residential Unit Owner may mortgage the Residential Unit Owner's Residential Unit at any time after the Residential Unit Owner acquires title to the Residential Unit in whatever amount and under whatever terms the Residential Unit Owner can obtain provided the Residential Unit Owner first notifies the Board of Managers. Any Residential Unit Owner may, upon the resale of their Residential Unit, grant a purchase money mortgage to a purchaser of their Residential Unit. A Residential Unit Owner may mortgage their Residential Unit only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Common Charges Assessment and Collection

The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Residential Unit Owner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the General Common Elements, Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium and other Common Expenses including but not limited to the Common Expenses provided in Article VI, Section 3 of the By-Laws, as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Residential Units and prorated against each of said Residential Units according to the provisions of Section 9 of Article VI of the By-Laws.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen or which exceed the amount budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over a period of time as it may determine. Residential Unit Owners shall pay their portion of any Special Assessments in accordance with Section 9 of Article VI of the By-Laws.

The Residential Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Residential Unit. In the event any Residential Unit Owner fails to make payment of the Residential Unit Owner's Common Charge payment, the Residential Unit Owner who owns such Residential Unit shall be obligated to pay (a) a "late fee" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date, with additional late fee(s) assessed each and every month on the compounded amount that is then more than ten (10) days past due, without limitation to or cap on such compounded late fees, subject to adjustment in the Board's sole and absolute discretion (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Residential Unit Owner's Residential Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Residential Unit Owner.

In addition, in the event of a default in payment of Common Charges by any Residential Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Residential Unit Owner's Residential Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Residential Unit Owner and the mortgagee, if any, of such Residential Unit giving the Residential Unit Owner a five (5) day grace period in which to make the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Residential Unit Owner which remains unpaid as provided in Article IX of the By-Laws from its due date by way of foreclosure of the lien on such Residential Unit in accordance with Section 339-aa of the Real Property Law or otherwise.

No Residential Unit Owner shall be liable for any Common Charges, Special Assessments or other charges against a Residential Unit which accrue against the Residential Unit Owner's Residential Unit subsequent to a sale, transfer or other conveyance of the Residential Unit Owner in accordance with the By-Laws and the Declaration of Condominium. A Residential Unit Owner shall be liable for the payment of all Common Charges. Special Assessments or other charges assessed by the Board of Managers against the Residential Unit after acquiring title to the Residential Unit, as well

as any unpaid Common Charges, Special Assessments or other charges assessed against the Residential Unit by the Board of Managers at the time the Residential Unit is conveyed by means of a deed or other legal means of the conveyance, except for a mortgagee of an Institutional Mortgage whom shall be exempt for a portion of the Common Charges as provided below.

Notwithstanding any other provision in the Declaration of Condominium or the By-Laws any mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium of Condominium who obtains title to a Residential Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Residential Unit's unpaid Common Charges accrued before acquisition of the title to the Residential Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Residential Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

The estimate of Condominium expenditures in Schedules A and B were made by the Sponsor and passed upon by Fairway Realty Group, Inc. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for the expenses detailed in Schedule B of the Offering Plan. The Common Charges and Common Expenses do not include maintenance, repairs or decoration of interior of the Residential Units or portions thereof, payments required pursuant to the terms of Residential Unit Owners' mortgages or real estate taxes covering the individual Residential Units.

The Common Charges which may be collected monthly by the Board of Managers and other costs of maintenance of the Residential Units are set forth on Schedule A. However, additional services which the Residential Unit Owners may desire, or other factors can increase these charges. Purchasers should refer to Schedule B-1 for estimated utility costs applicable to an individual Residential Unit.

During the Sponsor Control Period, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Common Charges, as set forth in the Condominium's budget from Residential Unit Owners. During said period, Sponsor in its sole and absolute discretion; provided, however, that Sponsor shall have the right to either (a) be solely responsible for the payment of all actual expenses to operate the Condominium (the "Waiver Period"), or (b)

cause the Condominium Board to assess Residential Unit Owners their proportionate share of all actual operating expenses of the Condominium based on their respective Common Interests or as otherwise set forth in the budget, including, but not limited to, insurance premiums and any Reserve Fund payments included in the budget (the "Reduced Service Period"). In connection with the Waiver Period or Reduced Service Period, (i) Sponsor will disclose the implementation of such Waiver Period or Reduced Service Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor or the Managing Agent will notify Purchasers and Residential Unit Owners of the expiration of the Waiver Period or Reduced Service Period at least 30 days prior to the expiration thereof, and (iii) Sponsor will disclose the expiration of the Waiver Period or Reduced Service Period in the next substantive amendment to the Plan. During any Waiver Period, Sponsor and/or Residential Unit Owners will timely pay all actual expenses of the Condominium, including but not limited to insurance premiums and any Reserve Fund payments included in the budget. At such time as the Condominium Board commences the collection of Common Charges in accordance with the total proposed budget contained in Schedule B (the "Total Budget"), there will not be an assessment for any expense line item set forth in the budget, or maintenance fee that would have been due prior to the expiration of the Waiver Period or Reduced Service Period. Sponsor is not obligated to collect Common Charges based on a Waiver Period or Reduced Service Period and can commence collection of the Common Charges based upon the total Common Expenses reflected in the Total Budget provided in Schedule B of the Offering Plan. Sponsor shall remain obligated to update the budget and provide certified financial statements for the Condominium as provided for in the governing regulations.

Where a Residential Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Residential Unit over and above the proceeds from any fire insurance on the Residential Units will be a Common Charge to all Residential Unit Owners. In order to protect the Residential Unit Owner against the possibility of such Common Charges, the Board of Managers determines the amount of blanket casualty insurance covering all Residential Units (the cost of such insurance is part of the Common Charges) and reviews the amount of such coverage annually.

Once title has passed to a Purchaser, the Purchaser will be responsible for all costs, including all Common Charges, in the event the collection of Common Charges has commenced, and all individual expenses associated with the Residential Unit, as well as any costs associated with Individual Residential Unit's Limited Common Elements that are the Residential Unit Owner's responsibility and pertain to the Purchaser's Residential Unit.

Liens for the Non-Payment of Common Charges

Under Section 339-z of the Real Property Law of the State of New York, the Board of Managers shall have a lien against each Residential Unit for its unpaid Common Charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after resale of a Residential Unit except that the Board of Managers shall, in

accordance with the Declaration of Condominium, release the lien and right to collect unpaid Common Charges against any Purchaser of a Residential Unit where such purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action.

The Board of Managers may foreclose the lien in the same manner as a mortgage on real property or bring a separate action to collect the unpaid Common Charges and Special Assessments and in doing so shall be entitled to recover all costs incurred including reasonable attorney's fees. The liability of each Residential Unit Owner for the payment of Common Charges and Special Assessments thereafter assessed against the Residential Unit Owner's Residential Unit shall terminate upon a sale, transfer or conveyance of such Residential Unit in accordance with the provisions of the Condominium Declaration of Condominium and By-Laws. Further, any Residential Unit Owner may convey their Residential Unit to the Board of Managers or its nominee, on behalf of all other Residential Unit Owners, without any compensation and in accordance with the Declaration of Condominium and By-Laws, and in such event the Residential Unit Owner shall be exempt from any Common Charges and Special Assessments thereafter assessed, but not relieved of their obligation to pay the Residential Unit Owner's mortgage. However, a Residential Unit Owner may not be exempt from liability for the Residential Unit Owner's Common Charges and Special Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Residential Unit Owner's Residential Unit.

Upon a resale, the Purchaser of a Residential Unit shall be liable for the payment of unpaid Common Charges and Special Assessments assessed against such Residential Unit prior to the acquisition of such Residential Unit by the Purchaser. Notwithstanding any other provision in the Declaration of Condominium or the By-Laws any mortgagee of an Institutional Mortgage who obtains title to a Residential Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Residential Unit's unpaid Common Charges accrued before acquisition of the title to the Residential Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Residential Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Residential Units in which Sponsor is more than thirty (30) days in arrears of Common Charges and Special Assessments.

Repairs, Alterations and Improvements to the Residential Units

All maintenance, painting, repairs and replacement to the General Common Elements including but not limited to exterior walls, roof and roof members of the Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of foyers and stairways of the Building, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Residential Unit and services another Residential Unit or more than one Residential Unit or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements shall be the responsibility of the Board of Managers and the cost thereof shall be a Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Residential Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in the Residential Unit, or the prior alteration of the Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance, repair and replacement to any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Residential Unit for the exclusive use of a Residential Unit Owner shall be the sole obligation of such Residential Unit Owner at the Residential Unit Owner's sole cost and expense.

All maintenance, repair and replacement to any portion of any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the General Common Elements shall be the responsibility of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Residential Unit Owner or the prior alteration of a Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance, repair and replacement to pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in a Limited Common Element and servicing two (2) or more Residential Units shall be the responsibility of the Condominium and a Common Expense of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Residential Unit Owner or the prior alteration of a Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance and repairs to the interior portion of Residential Units, other than to any General Common Elements contained therein, are the responsibility of the respective Residential Unit Owners at their sole expense. All structural changes to a Residential Unit shall comply with the provisions of Article VIII, Section 1(f) of the By-Laws.

All maintenance and repair to the interior portion of the window area and doors which open from a Residential Unit are the responsibility of the Residential Unit Owner who owns the applicable Residential Unit. All maintenance, repair and any replacement to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open from a Residential Unit will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Residential Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Residential Unit be caused as a direct result of the negligence or act of a Residential Unit Owner, occupant, tenant, guest or any other person residing, visiting or doing work in the Residential Unit, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Residential Unit and the cost of such repair or replacement shall be charged to the Residential Unit Owner as an additional Common Charge or Special Assessment.

The interior glass surfaces of all windows located in the Residential Units are to be cleaned at the Residential Unit Owner's sole cost and expense. The exterior surfaces of all Residential Unit windows shall be cleaned by the Board of Managers and the cost shall be a Common Expense. Broken window glass in a Residential Unit shall be replaced by the Residential Unit Owner at the Residential Unit Owner's sole cost and expense, unless such breakage was caused by the Board of Managers or its agents, in which case replacement shall be made by the Board of Managers as a Common Expense.

Entrance doors to Residential Units and the roof of the Building shall be maintained and repaired by the Board of Managers unless the damage thereto was caused by a Residential Unit Owner in which case the Board of Managers shall make the repair and charge the Residential Unit Owner accordingly.

The rear yard and balconies of the Condominium may not be enclosed and may not be used for storage. The rear yard and balconies may not be used for any type of occupancy, including as a bedroom or living room. The cellar of the Building, a portion of which is included in Residential Unit #1 and a portion of which comprises General Common Elements, is non-habitable. The cellar has less light and air than ordinary living space and is more susceptible to dampness. The cellar may not be used for eating or sleeping. Drains located in or on the Property must be kept clean and open at all times to prevent flooding. Residential Unit Owners will not be permitted to store any combustible material or other items in or on any yard, deck, balcony, patio or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to any balcony, deck, patio or terrace at the Condominium, except as required for repair or replacement with the consent of the Board of Managers.

General maintenance and repairs to, and landscaping of, any portion of the rear yard that is a Limited Common Element of Residential Unit #1, including, without limitation, the rear yard areaway, open deck, stairs, pavers raised garden and trellis therein, will be the responsibility of the Residential Unit Owner of Residential Unit #1. Notwithstanding the foregoing, all maintenance, repairs, and replacement of any fence

surrounding the rear yard will be the responsibility of the Condominium the costs thereof a Common Expense of the Condominium. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the rear yard that is the Residential Unit Owner of Residential Unit #1's responsibility at said Residential Unit Owner's sole cost and expense. In the event the Residential Unit Owner of Residential Unit #1 does not maintain, repair, or landscape any portion of the rear yard that is the responsibility of said Residential Unit Owner, the Board of Managers shall have the right to make the necessary maintenance, landscaping, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge said Residential Unit Owner for the cost of all such repairs, and/or landscaping, and/or maintenance and/or replacement work. In the event that the Board of Managers charges said Residential Unit Owner for repairs, landscaping, maintenance and/or replacement to the rear yard that is a Limited Common Element of Residential Unit #1 the Board of Managers shall have the right to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

All structural repairs and replacements to any balcony, patio, deck or terrace area that is a Limited Common Element of any Residential Unit will be the responsibility of the Condominium and a Common Expense of the Condominium. All general maintenance and repairs to a Limited Common Element of any Residential Unit Owner, including any balcony, patio, yard, pavers, deck and/or terrace that is a Limited Common Element of any Residential Unit, including cleaning, snow removal and all repairs not structural in nature, (including, without limitation, the repair of leaks, painting or staining, and the replacement of pavers) shall be the responsibility of the applicable Residential Unit Owner. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to any roof top area, yard, deck, balcony, patio and/or terrace that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Residential Unit exclusively shall be the responsibility of the applicable Residential Unit Owner for such equipment, services, etc. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to said equipment that is a Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost and expense.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and the cost thereof shall be a Common Expense payable by all the Residential Unit Owners as provided in Article VI of the By-Laws. Notwithstanding, the cost of any maintenance or repairs necessitated due to the negligence, misuse or neglect of a Residential Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in a Residential Unit, or caused by any prior alteration of a Residential Unit, shall be assessed to and paid by the applicable Residential Unit Owner.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium that is not the responsibility of the City of New York and all snow removal to the General Common Elements shall be the responsibility of the Condominium and a Common Expense of all the Residential Units in the Condominium.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Residential Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Residential Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Residential Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Residential Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

All repairs, painting or maintenance, whether made by the Residential Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the General Common Elements or Individual Residential Unit's Limited Common Elements shall be carried out in such a manner as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Residential Unit Owner fails to maintain, repair or replace its Residential Unit or any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, or any other portions of the Building or any other Residential Unit or other Individual Residential Unit's Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Residential Unit or Limited Common Elements for

a Residential Unit's exclusive use and to charge said Residential Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential Unit Owner for repairs, maintenance and/or replacement to their Residential Unit or for repairs to any Common Elements restricted in use to such Residential Unit Owner, and the Residential Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers shall have the right to designate or approve a contractor to do any such work required by a Residential Unit Owner at the Residential Unit Owner's sole expense.

Insurance

Purchasers should refer to Schedule B in Section VI of the Offering Plan and the footnotes to the budget for a complete description of the insurance applicable to the Condominium.

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE RESIDENTIAL UNIT. PURCHASERS ARE REQUIRED TO SECURE SUCH COVERAGE.

Access by Board of Managers

The Board of Managers and its agents, employees and contractors shall have a right of access to any Residential Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Declaration of Condominium and By-Laws.

Compliance with terms of the Declaration of Condominium, By-Laws and Rules and Regulations

Ownership of a Residential Unit in the Condominium subjects the Residential Unit Owner to compliance with the provisions of the Declaration of Condominium and By-Laws as well as the Rules and Regulations contained in the Declaration of Condominium or By-Laws or established by the Condominium in accordance therewith. The Rules and Regulations set forth in the Declaration of Condominium and By-Laws can be found in Part II of the Offering Plan in Schedule J, Article VIII of the By-Laws. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration of Condominium and By-Laws as well as the Rules and Regulations established therewith.

The provisions of the By-Laws which requires Members of the Board of Managers to be Residential Unit Owners will not apply to the first Board of Managers or any Sponsor designees to the Board of Managers.

Easements

Every Residential Unit Owner shall have an easement in common with the owners of other Residential Units to maintain and use all mechanical equipment, pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Residential Units and/or an Individual Residential Unit's Limited Common Element and servicing such Residential Unit Owner's Residential Unit. Each Residential Unit shall be subject to an easement in favor of the Residential Unit Owners of other Residential Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Residential Units located in such Residential Unit and/or an Individual Residential Unit's Limited Common Elements. The Board of Managers shall have a right of access to each Residential Unit and/or Individual Residential Unit's Limited Common Elements for maintenance, repair or improvements to any mechanical equipment, pipes, sewers and/or drainage lines, wires, conduits and public utility lines and any other equipment or infrastructure located in any Residential Unit and/or Individual Residential Unit's Limited Common Elements and servicing the Building, the Condominium Property and/or any other Residential Unit or causing damage or in imminent danger of causing damage to the Building, the Condominium Property and/or any other Residential Unit or any Common Element, no matter how classified. The cost of such maintenance, replacement and/or repairs shall be a Common Expense unless any damage was the result of the negligence of a Residential Unit Owner or tenant, occupant, employee or other person a Residential Unit Owner may be responsible for, in which case the cost of such maintenance, replacement and/or repairs shall be the responsibility of the Residential Unit Owner who is responsible or whose tenant, occupant, employee or other person the Residential Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair, replacement, inspection and/or improvement whether such Common Elements are restricted or not. All mechanical equipment, pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Residential Unit for the exclusive use of a Residential Unit shall be maintained by such Residential Unit Owner at the Residential Unit Owner's sole cost and expense. Any portion of such mechanical equipment, pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in an Individual Residential Unit's Limited Common Elements that service two (2) or more Residential Units will be a General Common Element and all maintenance, repairs, improvements and replacement thereto shall be a Common Expense and the responsibility of the Condominium.

The Board of Managers and their agents, employees and contractors shall have an easement for access in, over and through the entire Condominium (including all Common Elements, no matter how classified, and the individual Residential Units) for the purpose of maintenance, repair, improvement and/or replacement to any Common

Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Residential Unit or any other Common Element, no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Access to a Residential Unit and any Individual Residential Unit's Limited Common Element shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Residential Units, or the Common Elements (no matter how classified) or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

Each utility and cable company servicing any mechanical equipment, water pipes, sewer lines, sewer pipes, drainage lines or pipes, any gas pipes, electric lines, electric wires, cable lines, cable towers, conduits or any other facility the utility or cable company services in or on the Property of the Condominium, shall have a right of access in, under, over and through the Property of the Condominium (including all Common Elements, no matter how classified and the individual Residential Units) for maintenance, repair, inspections, improvements and/or replacement to any mechanical equipment, water pipes, sewer lines, sewer pipes, drainage lines or pipes, any gas pipes, electric lines, electric wires, cable lines, cable towers, conduits or any other facility the utility or cable company services in or on the Property of the Condominium. Access in, under, over and through the Property of the Condominium shall be exercised in such a manner as shall not unreasonably interfere with the use of any Residential Unit for its permitted purposes by its owner, tenants or occupants unless access is immediately necessary for the preservation or safety of the Condominium or its Property, or the Residential Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

The Board of Managers shall have the right to grant such additional electric, any gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Residential Unit for its permitted purposes unless required by law. Access in, under, over and through the Property of the Condominium shall be exercised in such a manner as shall not unreasonably interfere with the use of any Residential Unit for its permitted purposes by its owner, tenants or occupants unless access is immediately necessary for the preservation or safety of the Condominium or its Property, or the Residential Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

The Board of Managers shall have an easement in, through, under and over the Residential Units and/or Individual Residential Unit's Limited Common Elements for access, installation, inspection, maintenance, repair and replacement of any flues, vents, air-conditioning, any gas, heating, ventilating, water and other mechanical equipment, lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

Sponsor shall have and each Residential Unit Owner shall be deemed to grant a right of access in, under, over and through the Residential Unit and/or Individual Residential Unit's Limited Common Elements to Sponsor or its designee, assignee or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, inspection, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements, no matter how classified, and/or the Residential Units.

The Board of Managers will have an easement in and through Residential Unit #1 and its Limited Common Elements for access to adjacent installations, including, but not limited to, installations in the rear yard, rear yard areaway and raised garden, and the water, electrical and/or mechanical room(s) located on the cellar level, as well as an easement in and through Residential Unit #2 and any Limited Common Elements for access to adjacent installations, as well as an easement in and through Residential Unit #3 and its Limited Common Elements for access to adjacent installations, including, but not limited to, those located on Residential Unit #3's balcony, as well as an easement in and through Residential Unit #4 and its Limited Common Elements for access to adjacent installations, including, but not limited to, those located on Residential Unit #4's balcony, all of which easements will be for maintenance or repair and/or for any other reason the Board of Managers may need access to same. The Board of Managers shall provide the applicable Residential Unit Owner(s) with a minimum of three (3) days' notice in the event access is necessary, unless access is required for an emergency or to protect the health and safety of the residents. In such an event, no notice is required.

The Owner(s) of Residential Units #2, #3 and #4 will each have an easement in and through such portion(s) of Residential Unit #1 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s).

The Owner(s) of Residential Units #1, #3 and #4 will each have an easement in and through such portion(s) of Residential Unit #2 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s).

The Owner(s) of Residential Units #1, #2 and #4 will each have an easement in and through such portion(s) of Residential Unit #3 and its appurtenant Limited Common

Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s).

The Owner(s) of Residential Units #1, #2 and #3 will each have an easement in and through such portion(s) of Residential Unit #4 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s).

Any Residential Unit Owner seeking access to or through another Residential Unit Owner's Unit and/or appurtenant Limited Common Elements shall provide the Residential Unit Owner with a minimum of three (3) days' notice thereof, unless access is required for an emergency or to protect the health and safety of the residents. In such an event, no notice is required.

The Board of Managers will have and each Residential Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and any Individual Residential Unit's Limited Common Elements that have been delegated to and are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Residential Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain, repair and/or replace any encroachment on any Residential Unit or Common Elements, no matter how designated, resulting from the repair, alteration, rebuilding, restoration and/or replacement of the General Common Elements or Individual Residential Unit's Limited Common Elements.

Each Residential Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Residential Unit will be subject to an easement of support and necessity in favor of all other Residential Units and the Common Elements, no matter how designated.

Each Residential Unit will have an easement for lateral and vertical support among all adjoining Residential Units and Common Elements.

Any easements granted to Sponsor, the Board of Managers, any Residential Unit or any Residential Unit Owner under the Declaration of Condominium and the By-Laws may be exercised by such Sponsor's, Board of Managers' or Residential Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Residential Unit Owner or Board of Managers.

Each Residential Unit Owner will have a right and easement to use its Residential Unit and the Individual Residential Unit's Limited Common Elements, subject to and in

accordance with the terms and conditions of the Declaration of Condominium and By-Laws.

All Residential Unit Owners, residents, guests, tenants and anyone else needing access to a Residential Unit shall have an easement of ingress and egress, in, through and over the Property of the Condominium, including the Common Elements regardless of how classified for access to their Residential Unit.

The Board of Managers on behalf of the Condominium will have an easement and unlimited access to all Residential Units and to any Individual Residential Unit's Limited Common Elements for the purpose of making inspections, maintenance, repairs and replacement of any General Common Elements and any Limited Common Elements of the Condominium that the Condominium may be responsible to maintain, repair and/or replace.

All users of, and visitors, to the Building will have an easement through all parts of the Condominium, from and including, without limitation, the roof of the Building over and through the fire escape ladders anchored to the rear façade of the Building, and over and through the rear yard appurtenant to Unit #1 as a Limited Common Element thereof, for emergency egress. In addition, the Board of Managers, Residential Unit Owners and their respective contractors will have an easement through the General Common Elements comprising the hatch to the rooftop, which is accessed by a ladder located with the fourth-floor stair enclosure, for access to equipment, including without limitation, the three (3) air conditioning condenser units located on the roof, for the limited purpose of effectuating any maintenance, repair or replacement of facilities which are the responsibility of such party to maintain, repair or replace.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through all areas of the Property. This provision may not be amended by the Residential Unit Owners in the Condominium.

Allocation of Common Interest

The Percentage of Common Interest of the Condominium establishes the Residential Unit Owners percentage of ownership in the Common Elements of the Condominium and percentage of liability for the payment of Common Charges subject to the rights under Section 339-m of the Real Property Law of the State of New York as described in Special Risk Nos. 31 and 36. Each Residential Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. Such allocation has been 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to the provisions of Section 339-i(1)(iv) of the Real Property Law of the State of New York.

The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Residential Units. In such event, the Percentage of Common Interest appurtenant to each individual Residential Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect an immaterial (i.e., 1% or less) change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. Notwithstanding, unless an affected Purchaser consents, no material change will be made in the Percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential Unit and the Purchaser is not in default. Although there is a rebuttable presumption that a change of five (5%) percent or less of a Residential Unit's square footage may be immaterial, there is no such presumption regarding a change in Common Interest.

Copies of both the Declaration of Condominium and By-Laws are contained in Part II of the Offering Plan.

XX. REAL ESTATE TAXES

In accordance with the New York State Condominium Act, real estate taxes applicable to each Residential Unit will be separately assessed. The estimated monthly costs and charges to be incurred by the owner of each Residential Unit in the first year in which the property will be fully subject to real estate taxes together with estimated Common Charges on each Residential Unit and other carrying costs are set forth on Schedule A. Real estate tax estimates are based upon information received from Metropolitan Realty Exemptions, Inc., 349 Keap Street, Brooklyn, New York 11211, in a tax opinion letter dated March 25, 2026. The tax opinion letter provided by Metropolitan Realty Exemptions, Inc., is contained in Section XXII of the Offering Plan. The projected figures in the opinion letter assume the applicability of a 2026/2027 residential class 2 tax rate of $12.439 per $100 of assessed valuation for the Residential Units for a total tax of $24,028 for tax year 2026/2027 and a total tax of $25,950 for tax year 2027/2028.

Sponsor anticipates that the renovation of the Condominium will be completed by January 1, 2027, subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions. Per the opinion letter of Metropolitan Realty Exemptions, Inc., it is anticipated that the New York City Department of Finance ("Department of Finance") will reassess the value of the Property on the taxable status date of January 5, 2027. The Department of Finance releases tentative assessments of property value in New York City every January and issues final assessments every May, prior to the beginning of each tax year, which commences on July 1st.

The first year of Condominium operation is scheduled to commence on January 1, 2027, and end on December 31, 2027 (subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, Force Majeure, acts of God and sales conditions). As such, it is anticipated that taxes for the first year of operation will be assessed partly (approximately 50%) based on the valuation and rate applicable for tax year 2026/2027 and partly (approximately 50%) based on the valuation and rate applicable for tax year 2027/2028. Based on the projections of Metropolitan Realty Exemptions, Inc., the total estimated real estate taxes for the first year of operation contained in Schedule A, being a total of $24,989, was calculated as follows:

Estimated Blended Taxes for First Year of Condominium Operation			
Tax Year	Assessed Value (Pro Rata)	Tax Rate	Real Estate Tax
50% of 2026/2027	$96,581	12.439%	$12,014
50% of 2027/2028	$104,308	12.439%	$12,975
TOTAL	$200,889		$24,989

The projected real estate taxes for the first year of operation contained in Schedule A are partly based on an assessment of the Building before it is assessed as a condominium building. Based on the opinion provided by Metropolitan Realty Exemptions, Inc., the tax projections for the Condominium when the Building is reassessed as a condominium, as indicated below, are higher than the taxes projected

for the first year of operation, as contained above and on Schedule A. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed as a condominium building. See Section XX of the Offering Plan and below regarding projected assessed valuation after the Condominium is formed.

The total valuation for the entire Condominium once it is assessed as a condominium building is estimated to be $208,615 and total taxes for all the Residential Units for said period, assuming the 2026/2027 tax class 2 rate of 12.439%, is estimated to be $25,950. Sponsor has been advised by its consultant that it is the policy and practice of the Department of Finance to apportion the assessed valuation of a condominium among the various units based upon the percentage of common interest contained in the Declaration of Condominium. Estimated real property taxes by unit once fully assessed as a condominium based on relative percentages of Common Interest set forth in Schedule A in the Offering Plan are as follows:

Unit	% of Common Interest	Estimated Assessed Value	Estimated Annual Taxes
1	30%	$62,584	$7,785
2	22%	$45,895	$5,709
3	24%	$50,068	$6,228
4	24%	$50,068	$6,228

It should be noted that, although it is currently Finance's stated policy to apportion the assessed values of condominium properties among the various units on this basis, Finance has used different methodologies in the past. No warranty or guarantee is made herein that assessed values will not be apportioned based on a different method.

The figures set forth above are approximations derived from material submitted by the Sponsor and publicly available tax records and are subject to amendment. No government agency has passed upon these figures or the estimates of assessed valuation and taxes above. Neither the Sponsor nor its counsel have passed on the accuracy of any figures or estimates contained in the Offering Plan, and offer no warranties on real estate assessments, tax classifications, taxes or tax rates for any period. All prospective Purchasers are advised that, although the estimates of assessed valuations upon conversion are good faith estimates, such assessed valuations when actually made may be less or greater than as estimated above.

The above estimates do not take into account any future increases in the level of assessed valuation applied to residential property or any increase in real estate tax rates. The above estimates are based upon interpretations of The New York State Real Property Tax Law and The Administrative Code of the City of New York and are not intended to be a guarantee or assurance that the actual or transitional tax assessments, tax rates, or actual taxes will be as estimated.

No representation is made that the provisions of law or New York City Department of Finance policies and practices will apply at the time the property's conversion is

complete. Purchasers should be aware that the laws, regulations and practices of the Department of Finance upon which the above estimates are predicted may in the future be revised in a manner adverse to a Purchaser's interests, or that there may be an adverse interpretation of the law or regulation by one or more agencies of the City of New York, or Courts of competent jurisdiction.

The above estimates are not intended and should not be construed as representations or warranties that assessments, tax rates, and taxes will not be determined in a different amount. The foregoing analysis is based upon the knowledge of the making and review of assessments by the Real Property Assessment Department and the Tax Commission of the City of New York with respect to "class 2" residential properties held in the condominium form of ownership. Application of a particular approach to valuation by an individual assessor may yield a different result.

Each Residential Unit will be given a separate block and lot designation.

Although the aforesaid estimate of Actual Assessed Valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on interpretation of the administrative code and the applicable rules and regulations of the City of New York. The estimates are not intended and should not be construed as warranties as to future assessed valuations of the Property.

Although in the Sponsor's opinion this method of calculating the real estate taxes applicable to each Residential Unit is reasonable, there can be no assurance that this method of calculation of real estate taxes applicable to each Residential Unit will be the final method used by the New York City taxing authorities in establishing the real estate tax assessment for each Residential Unit. If for any reason a different method of calculation is used, or a different assessment is placed upon any of the Residential Units by such authorities, or the tax rates change, real estate taxes may increase or decrease, depending upon the final decision of such taxing authorities.

The New York State Condominium Act provides that real estate taxes will be separately assessed against each individual Residential Unit Owner. In the event the Residential Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Residential Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Residential Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Residential Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Residential Units for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Residential Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Residential Units are separately assessed, the funder of the escrow account or the Residential Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

After the Residential Units are separately assessed Residential Unit Owners will not be responsible for the payment of or subject to any lien arising from the non-payment of real estate taxes on any other Residential Unit.

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

Pursuant to Article III, Section 7(a)(16) of the Condominium By-Laws, the Board of Managers has the right to act as an agent for one (1) or more Residential Unit Owners to file a single complaint and bring a special proceeding on behalf of Residential Unit Owners who wish to contest the real estate tax assessments of their Residential Unit, if applicable, pursuant to Section 339-y(4) of the New York Property Law. In such event, the Board of Managers on behalf of the Condominium could retain counsel on behalf of such Residential Unit Owners and charge each Residential Unit Owner for whom it is acting a pro rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Residential Unit. The Board of Managers on behalf of the Condominium is not obligated to perform such services and it is necessary to obtain the written authorization of the Residential Unit Owners

The Sponsor anticipates that the real estate tax rate will vary in future years rather than remain constant. The estimates of projected real estate taxes in this Offering Plan have been prepared by the Sponsor and cannot be construed as an assurance of the final tax costs but are merely estimates based upon information available to the Sponsor at this time. In no event will the Sponsor or Sponsor's Counsel or Sponsor's Tax Consultant be liable to any Purchaser under this Offering Plan, nor will any Purchaser have the right to rescind their Purchase Agreement, should the amount of the taxes differ from those projected in the event that the critical facts presented by the Sponsor and Sponsor's experts were, are or prove incorrect or there are changes in the applicable law and regulations, decisional law or Internal Revenue Service rulings.

A copy of the opinion letter from Metropolitan Realty Exemptions, Inc. is contained in Section XXII of the Offering Plan.

XXI. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

Pursuant to the Federal Tax Cuts and Jobs Act of 2017 (the "Tax Act"), which went into effect on January 1, 2018, the maximum mortgage amount on which an individual may deduct interest towards their federal income taxes is limited to $750,000. This limit remains unchanged under subsequent federal legislation enacted in 2025, which supplements, but does not modify, the mortgage deduction provisions of the Tax Act. In addition, the 2025 federal legislation increased the maximum amount an individual may deduct for the combined total of real estate taxes and state income taxes (commonly referred to as the "SALT deduction") from $10,000 to $40,000, adjusted annually for inflation, effective for tax years commencing after December 31, 2024 through December 31, 2029. Absent further legislative action, the SALT deduction limit is scheduled to revert to the $10,000 cap in tax year 2030. Further, Purchasers should note that the same 2025 legislation reinstated the deductibility of mortgage insurance premiums ("PMI"), including, without limitation, premiums paid in connection with FHA loans, VA loans, and USDA loans, subject to applicable income limitations.

Purchasers are advised to seek the advice of their own tax consultant to ascertain the income tax ramifications applicable to the Purchaser, including the potential effects of any future changes, expirations or reversions in the tax laws.

The Sponsor has been advised by its counsel that the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional Common Charge.

Sponsor has also been advised that pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Residential Units are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the Residential Unit Owners of the Condominium, or property within the Condominium held by the Residential Unit Owners of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal Revenue Code and as a result the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXII of the Offering Plan.

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PARTNER
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August 4, 2026

82 Sterling Place, LLC
190 5th Avenue
Brooklyn, New York 11217

Re: **82 Sterling Place Condominium**

Gentlepeople:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage, up to a maximum of $750,000 of such mortgage, which becomes a lien on a condominium Residential Unit and real estate taxes payable by a Residential Unit Owner, which are assessed against the Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal and New York State Income Taxes, subject to applicable limitations under current federal law. The maximum amount of mortgage principal for which interest is deductible under current law is $750,000. The combined amount of deductible real estate taxes and state income taxes (commonly referred to as the SALT deduction) under current law is $40,000, adjusted annually for inflation, for tax years beginning after December 31, 2024 and before January 1, 2030, at which time the limit is scheduled to be reduced to $10,000 absent further legislative action.

We have given this matter careful study, and it is our opinion that, pursuant to the provisions of the Internal Revenue Code (the "Code") the provision of the New York State Law (See Section 615 of the Tax Law), such interest payments and the aforesaid real estate payments are proper deductions by the owner of a Condominium Residential Unit, in connection with their Federal and New York State income taxes to the maximum amount currently allowed by the Act. Similarly, we are of the opinion that each Condominium Residential Unit Owner whose Residential Unit is their principal residence will be entitled, under the Code and Section 615 (a) of the State Law, to deduct interest paid or accrued by the Residential Unit Owner on any mortgage which becomes a lien on a Condominium Residential Unit to the maximum amount currently allowed by the Act.

Pursuant to Section 528 of the Code certain Condominiums, substantially all of whose Residential Units are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium properties, which properties, as defined in

528 of the Code, include property held by the Condominium, or property within the Condominium. Based upon our examination of the Offering Plan and subject to the Condominium, if one is formed, actually satisfying the minimum percentage income and expenditure criteria set forth above, it is out opinion that the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Code.

Such an election will exempt from Federal and New York State Income Taxation all amounts received by the Condominium from the Residential Unit Owners as membership dues, fees or assessments. The Condominium will be taxed, however, on any excess of income over expenses from unrelated sources. Examples of unrelated sources of income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. In the event the Condominium fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from unrelated sources or from accumulated revenues received by virtue of dues, fees and assessments received from Residential Unit Owners not expended in any taxable year, be subject to Federal and New York State Income Taxation (see Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium including Revenue Rulings 74-17, 74-99, 75-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case each Residential Unit Owner's assessment for such purposes would add to their tax basis. Although the Condominium described in the Plan may be deemed a taxable entity under such Rulings, assuming that all expenses are designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other than with respect to incidental investment income, such as interest earned on reserve funds deposited in bank accounts.

We have examined the exceptions to title set forth in Section XIV of the Offering Plan, and we are of the opinion that none of such exceptions of title are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of the Purchaser's Residential Unit as set forth in the Offering Plan.

In addition, we note that the Percentage of Common Interest for each Residential Unit as contained in Schedule A has been determined based upon equal percentages, one (1) for each Residential Unit, as of the date of the filing of the Declaration of Condominium. In our opinion, this is a proper method of determining the Percentage of Common Interest in a Condominium and complies with Section 339-(i)(1)(iii) of the Real Property Law.

In our opinion, the Condominium will be eligible for tax exempt status, if it so elects, and Residential Unit Owners will be entitled to the above-mentioned income tax deductions to the maximum amount permitted by law. However, this opinion is not a

guarantee; it is based on existing rules of law applied to the given facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium, the selling agent or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease to meet the requirements of Section 528 of the Code or the New York State tax law as amended and Residential Unit Owners are not entitled to income tax deductions.

It is our understanding that this letter will be made a part of the Offering Plan of the Condominium.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
Darren Stakey, Partner

METROPOLITAN
Realty Exemptions

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March 25, 2026

Addressed to:
Westminster People Ltd.
50 E. 42nd Street, STE 2000
New York, NY 10017

RE: 82 Sterling Place
Brooklyn, NY
Block & Lot: 945 - 13

Letter of Opinion regarding proposed real estate tax liabilities for the project located at 82 Sterling Place, Brooklyn, NY

Project Details: 4 Residential Condominium Units

To Whom It May Concern,

You have requested our opinion on the projected annual assessment and tax liabilities for the above-captioned real property, based on our experience.

In preparing this letter and the opinion set forth herein, we have relied on the following information you provided:

1. The subject property is located at 82 Sterling Place, Brooklyn, NY, and is known as Block: 945, Lot:13 with the New York City Department of Finance ("DOF").

2. The project consists of a 4-family house and is currently classified as a tax class 2A.

3. The proposal is to convert the project into condominiums with 4 residential condo units. No construction will be done.

4. The building will aggregate a total of 4,800 gross square feet.

5. Separate condominium tax lots will be filed with the DOF for each residential unit. Once the units are individually assessed, each will be taxed as a separate tax lot for real estate tax purposes.

6. Based on assessment guidelines, the DOF Surveyor's Office shall classify the condominium units as tax class 2C and levy the assessed value at 45% of the market value.

DOF Assessment Guidelines

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

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

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building were a comparable rental property. Thus, the New York City Department of Finance is prohibited from using the sale prices of individual condominium units to determine the assessed valuation. Therefore, the prices you set in your offering plan and any subsequent sales or resales are not relevant to determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after you submit an application, the New York City Department of Finance shall assign individual tax lot numbers to each condominium unit. The residential units will be designated as tax class 2C property and will be subject to the class 2 tax rate. The City Council sets real property tax rates each year, which are applied to these property values to determine each homeowner's annual tax liability. The current 2026 class 2 tax rate is 12.439%.

Tax Class 2a, 2b and 2c CAP

Per New York Real Property Tax Law Section 1805, tax class 2a, 2b, and 2c properties are subject to an assessment cap of 8%. Specifically, the law states that an assessor of any special assessing unit "shall not increase the assessed value of any tax class 2a, 2b, and 2c properties" in a single year by more than 8% of the previous year's assessed value, as listed on the assessment roll. Additionally, the assessor may not increase the assessed value of tax class 2a, 2b, and 2c properties by more than 30% within any five years. The assessment cap does not apply to increases in assessed value due to physical alterations or the expiration of any tax exemptions or abatements.

2026/2027 Tentative Assessed Value and Tax Liability

The Tentative Taxable Assessed Value of the property for tax year 2026/2027 is $193,162. Assuming the 2026 tax rate for tax class 2 of 12.439% (i.e., $12.439 per $100 of assessed value), the tax liability will be $24,027.42. This amount will be the tax liability for the tax year beginning July 1, 2026, and ending June 30, 2027, unless the Final Taxable Assessed Value changes.

2027/2028 Projected Assessed Value and Tax Liability

The projected Assessed Value for tax year 2027/2028 is $208,615. Assuming the 2026 tax rate of 12.439% for tax class 2, the projected tax liability will be $25,950.

Assessment and Taxation of Individual Condominium Units

In determining the assessed values of individual units, the NYC Department of Finance may use the common interest percentages outlined in the condominium declaration, provided that these percentages are rationally and fairly determined.

Note: The assessed values of individual units may be allocated using a method that differs from the allocation of common interests.

According to Section 339-y of the New York Real Property Law, each condominium unit—along with its allocated percentage of common interest—is to be assessed and taxed individually as a separate tax lot.

This means that:

1. Each condominium unit owner is responsible only for their unit's property taxes, not for any other units in the condominium.

2. The nonpayment of taxes by one unit owner **does not create a lien** on any other unit within the condominium.

3. The NYC Department of Finance must treat each unit as an independent parcel for assessment and taxation purposes.

This provision safeguards individual unit owners from liability for their neighbors' unpaid taxes, reinforcing the legal and financial independence of each condominium unit.

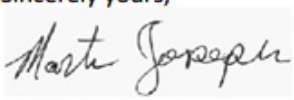
Disclaimer

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

Although we believe our opinions are well-founded, they are not intended, and should not be construed as warranties or guaranties or representations as to future assessed valuations of the property under discussion, and we accept no responsibility or liability in the event that the figures or projections set forth herein are incorrect or inaccurate. In no event will this firm, the

Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater that that estimated above, or if the administrative code and the applicable rules and regulations of the City of New York are changed in the future, or if the facts as represented prove to be untrue.

Sincerely yours,



Martin Joseph
Metropolitan Realty Exemptions, Inc.

XXIII. RESERVE FUND

The Condominium budget includes a Reserve Fund line item to be used for future major capital improvements of the Condominium. No representation is made that the Reserve Fund line item will be adequate for future expenses including repairs or replacements of Common Elements during the first five (5) years of the Condominium. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Residential Unit Owners, collect a Special Assessment from each Residential Unit Owner or borrow money.

During the period Sponsor is in control of the Board of Managers, the Reserve Fund will not be used to reduce the estimated Common Charges.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the Reserve Fund.

Article VI, Section 3 of the By-Laws authorizes the establishment of a Reserve Fund.

Article III, Section 3 of the By-Laws authorizes the Board of Managers to borrow money on behalf of the Condominium when required in connection with needed capital expenditures such as repair or replacement of Building components or systems or to remedy major Building defects, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Residential Unit. No representation is made by the Sponsor as to the availability or cost of such financing. In the event the Condominium is unable to borrow the money, the Board of Managers may be required to assess each Residential Unit Owner for its applicable pro-rata share of the cost of the needed capital expenditure.

Sponsor will create a separate account for the Reserve Fund and will place all the Reserve Funds collected, pursuant to this paragraph, in said account.

XXIV. WORKING CAPITAL FUND

At Closing the Sponsor will collect the equivalent of two (2) months' Common Charges from each Purchaser to be paid to the Condominium as initial Working Capital.

While Sponsor is in control of the Board of Managers of the Condominium, monies in the Working Capital Fund may be used to reduce the Common Charges. The Working Capital Fund may also be utilized to reimburse Sponsor for prepaid expenses of the Condominium. Specifically, but without limitation, the Sponsor may use the Working Capital Fund to pay expenses accrued during any Waiver Period and/or Reduced Service Period. The only budgetary items that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B and/or the cost of vendors or contractors to perform services contemplated in the first year budget. At such time as the Sponsor relinquishes control of the Board of Managers, any remaining balance of the Working Capital Fund will be turned over to the Board of Managers. The Offering Plan does not provide for any minimum Working Capital Fund to be turned over to the Board of Managers (i.e., there will not be a minimum Working Capital Fund maintained regardless of adjustments that may be due for prepaid expenses between the Sponsor and the Board of Managers).

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the Working Capital Fund.

Sponsor will create a separate account for the Working Capital Fund and will place all the Working Capital Funds collected, pursuant to this paragraph, in said account.

XXV. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

During the Sponsor Control Period, the Sponsor will be in control of the Board of Managers and will de facto manage the Condominium. The Sponsor will not charge a fee for managing the Condominium for the first year of operation. However, in the event that Sponsor is still in control of the Condominium after the first year of operation, Sponsor reserves the right to charge a fee of not more than $8,000 per year in total for its services in managing the Condominium. This additional charge shall increase the Common Charges for Residential Unit Owners.

While Sponsor is in control of the Board of Managers and de facto managing the Condominium, the Board of Managers will be responsible for bookkeeping, billing, contracting for essential services, maintaining insurance on the premises, procuring a financial statement yearly and other services normally performed by a Managing Agent. In the event the Board of Managers hires a Managing Agent at the end of the first year of operation, the budget will increase accordingly. No representation is made as to the cost, terms or availability of a third-party Managing Agent in the event the Board decides to hire one in the future. Notwithstanding said fact, a Condominium of this size may ultimately determine there is a need to hire a managing agent. The current cost of a managing agent to manage a Condominium of this size may vary from approximately $1,000 per annum per Residential Unit to approximately $2,000 per annum per Residential Unit.

Because the Condominium will be self-managed by the Sponsor-controlled Board of Managers for the first year of operation, the Sponsor has not entered into any contract to provide for management of the Condominium and there is no fee for a managing agent in the proposed budget for the first year of operation. Notwithstanding, Prospective Purchasers should see Footnote Nos. 2 and 7 to Schedule B regarding contractual arrangements which the Condominium may be subject to on an as-needed basis for maintenance or repair work that may be performed at the direction of the Board of Managers. There are no existing binding agreements for such work, or any other services, at this time. The Plan will be amended to disclose any such agreements to which the Condominium will be subject in the future.

XXVI. IDENTITY OF PARTIES

Sponsor and Selling Agent

The Sponsor and Selling Agent is 82 Sterling Place, LLC, a New York limited liability company created on February 19, 2026, with an address at 190 5th Avenue, Brooklyn, New York 11217. The sole principal of the Sponsor is Aran Scott with the same business address as the Sponsor. The principal of the Sponsor resides in the City and State of New York.

Aran Scott has been a licensed real estate broker for over a decade in the metropolitan area selling high end homes and apartments. Mr. Scott is a principal of 389 Bergen LLC, the sponsor of 389 Bergen Condominium, Brooklyn, New York, File No. CD20-0011, accepted for filing on 7/17/2020. 389 Bergen LLC does not currently own more than 10% percent of the untitled units to 389 Bergen Condominium. Mr. Scott is a principal of 617 Warren, LLC, the sponsor of 617 Warren Street Condominium, 617 Warren Street, Brooklyn, New York, File No. CD21-0061, accepted for filing on 9/28/21. 617 Warren, LLC does not currently own more than 10% percent of the untitled units to 617 Warren Street Condominium. Mr. Scott was a principal of 83 St Marks LLC, the sponsor of 83 Saint Marks Condominium, 83 St. Marks Place, Brooklyn, New York, File No. CD21-0106, accepted for filing on 12/13/21 and abandoned by RS-3 filed as of 12/12/22. Mr. Scott is a principal of 184 Ventures LLC, the sponsor of 184 Saint Marks Avenue Condominium, 184 St. Marks Avenue, Brooklyn, New York, File No. CD21-0323, accepted for filing on 5/10/22. 184 Ventures LLC does not currently own more than 10% percent of the untitled units to 184 Saint Marks Avenue Condominium. Mr. Scott is a principal of 371 Douglass St, LLC, the sponsor of 371 Douglass Street Condominium, 371 Douglass Street, Brooklyn, New York, File No. CD22-0123, accepted for filing on 10/14/22. 371 Douglass St, LLC owns approximately thirty-three (33%) percent of the untitled units to 371 Douglass Street Condominium. Mr. Scott is a principal of 442 3rd St LLC, the sponsor of 442 3rd Street Condominium, 442 3rd Street, Brooklyn, New York, File No. CD23-0264, accepted for filing on 12/18/23. 442 3rd St LLC does not currently own more than 10% percent of the untitled units to 442 3rd Street Condominium. Mr. Scott is a principal of 577 Ventures LLC, the sponsor of 577 10th Street Condominium, 577 10th Street, Brooklyn, New York, File No. CD23-0136, accepted for filing on 11/1/23. 577 Ventures LLC does not currently own more than 10% percent of the untitled units to 577 10th Street Condominium. Mr. Scott is the principal of 359 13th LLC, the sponsor of 359 13th Street Condominium, 359 13th Street, Brooklyn, New York, File No. CD24-0073, accepted for filing on 7/2/24. 359 13th LLC owns sixty-six (66%) percent of the untitled units to 359 13th Street Condominium. Mr. Scott is the principal of 668 Baltic LLC, the sponsor of 668 Baltic Street Condominium, 668 Baltic Street, Brooklyn, New York, File No. CD24-0177, accepted for filing on 10/21/24. 668 Baltic LLC does not currently own more than 10% percent of the untitled units to 668 Baltic Street Condominium. Mr. Scott is the principal of 426 Holdings LLC, the sponsor of 426 2nd Street Condominium, 426 2nd Street, Brooklyn, New York, File No. CD24-0193, accepted for filing on 11/14/24. 426 Holdings LLC owns twenty-five (25%) percent of the untitled units to 426 2nd Street Condominium. Mr. Scott is the principal of 382 7th LLC, the sponsor of 382 7th Street Condominium, 382 7th Street, Brooklyn, New York, File No. CD24-0206, accepted for

filing on 5/12/25. 382 7th LLC owns twenty-five (25%) percent of the untitled units to 382 7th Street Condominium. Mr. Scott is the principal of 2756AVE, LLC, the sponsor of 275 6th Avenue Condominium, 275 6th Avenue, Brooklyn, New York 11215, File No. CD24-0332, accepted for filing on 7/1/25. 2756AVE, LLC owns fifty (50%) percent of the untitled units to 275 6th Avenue Condominium. Mr. Scott is the principal of 22 Saint Johns Place, LLC, the sponsor of 22 St Johns Place Condominium, 22 St Johns Place, Brooklyn, New York 11217, File No. CD24-0376, accepted for filing on 10/17/25. 22 Saint Johns Place, LLC owns twenty-five (25%) percent of the untitled units to 22 St Johns Place Condominium. Mr. Scott is the principal of 235 Sackett, LLC, the sponsor of 235 Sackett Street Condominium, 235 Sackett Street, Brooklyn, New York 11231, File No. CD25-0274, accepted for filing on 2/25/26. 235 Sackett, LLC owns one hundred (100%) percent of the untitled units to 235 Sackett Street Condominium. Mr. Scott is the principal of 196 Saint Marks, LLC, the sponsor of 196 Saint Marks Avenue Condominium, 196 Saint Marks Avenue, Brooklyn, New York 11238, File No. CD26-0004, submitted on 1/5/26 and not yet accepted for filing by the Department of Law. 196 Saint Marks, LLC owns one hundred (100%) percent of the untitled units to 196 Saint Marks Avenue Condominium. Mr. Scott is the principal of 159 Baltic Development, LLC, the sponsor of 159 Baltic Street Condominium, 159 Baltic Street, Brooklyn, New York 11201, File No. CD26-0044 submitted on 2/4/26 and not yet accepted for filing by the Department of Law. 159 Baltic Development, LLC owns one hundred (100%) percent of the untitled units to 159 Baltic Street Condominium.

Neither the Sponsor entity nor its principal have had any other prior public offerings of condominiums, cooperatives, or homeowners' association within the past five years. In addition, except as provided above, neither the Sponsor nor its principals own 10% or more of the unsold shares, units or homes in any other cooperative, condominium or homeowners' association.

Neither the Sponsor nor its member or principal have any prior felony convictions and there are no prior bankruptcies, convictions, injunctions and judgments against Sponsor or its principal or any entity in which a principal of Sponsor was principal. The Sponsor does not have any pending litigations or judgments against the Sponsor or its principal that may be material to this offering.

The Sponsors of said developments are current in their financial obligations, including but not limited to payment of common charges, taxes, reserve and working capital fund payments, assessments, payments for repairs and improvement promised in the plan, and payments of underlying mortgages and loans for which shares or units have been pledged or mortgaged to the respective Condominiums and have been so for the past twelve (12) months.

In connection with the Sponsor's additional roles as Selling Agent and de facto managing agent during the Sponsor Control Period, the Selling Agent is 82 Sterling Place, LLC, a New York limited liability company created on February 19, 2026, with an address at 190 5th Avenue, Brooklyn, New York 11217. The sole principal of the Selling Agent is Aran Scott, with the same business address as the Selling Agent. The principal of the Selling Agent has comparable experience in connection with 617 Warren Street

Condominium, 617 Warren Street, Brooklyn, New York, File No. CD21-0061; 184 Saint Marks Avenue Condominium, 184 St. Marks Avenue, Brooklyn, New York, File No. CD21-0323 and 371 Douglass Street Condominium, 371 Douglass Street, Brooklyn, New York, File No. CD22-0123, among properties.

Neither the Selling Agent nor any its principal have any prior felony convictions. In addition, neither the Selling Agent nor its principal have had any prior convictions, injunctions or judgments, whether against the Selling Agent or its principal, that may be material to the Offering Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Offering Plan.

Attorneys

All legal matters in connection with the establishment of the Condominium, the tax opinion of counsel contained herein, and the preparation of this Offering Plan have been passed upon for the Sponsor by Certilman Balin Adler & Hyman, LLP. The individual partner in said firm responsible for said work is Darren Stakey, Esq.

Skolnick & Ben-Ezra, PLLC will represent the Sponsor in connection with the individual Residential Unit Closings and will also act as the Escrow Agent as described in Section XI of the Offering Plan.

The firm does not have any financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium.

Architect

The architectural firm that prepared the report in Part II and which executed the Certification in Part II is Paul Christakos of Paul Christakos Architecture, PLLC with an address at 23-83 33rd Street, Astoria, New York 11105. The architect has no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium. The architect has had prior experience in the preparation of Offering Plans and specifications for other condominiums in the Metropolitan area, including, without limitation, preparation of plans and reports for 617 Warren Street, Brooklyn, New York, 184 Saint Marks Avenue Condominium, 184 St. Marks Avenue, Brooklyn, New York, 371 Douglass Street Condominium, 371 Douglass Street, Brooklyn, New York, 442 3rd Street Condominium, 442 3rd Street, Brooklyn, New York, 577 10th Street Condominium, 577 10th Street, Brooklyn, New York, and 359 13th Street Condominium, 359 13th Street, Brooklyn, New York, among others.

XXVII. REPORTS TO RESIDENTIAL UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give all Residential Unit Owners annually:

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers, and such statement shall be provided no later than four (4) months after the close of the fiscal year;

(ii) prior notice of the annual Residential Unit Owners' meeting; and

(iii) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

XXVIII. DOCUMENTS ON FILE

Sponsor shall keep copies of the Offering Plan, all documents referred to in the Offering Plan and all Schedules submitted to the Department of Law in connection with the filing of the Offering Plan, on file and available for inspection without charge and copying at a reasonable charge at Sponsor's office for six years from the date of first Closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the Closing of the first Residential Unit.

XXIX. GENERAL

Pending Litigation

As of the date of this Offering Plan, there is no litigation or administrative proceedings pending against the Condominium or the Sponsor or any other party which would affect their ability to perform their obligations relating to this Offering, or which would in any way affect this Offering.

Prior Offerings

This property has not been the subject of any prior public offerings. No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Residential Units being offered for sale in the Offering Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Residential Units, prior to submission of the Offering Plan to the Department of Law. There are no residential or non-residential tenants occupying the Building or the premises that will form the Condominium.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of his or her race, creed, sex, sexual orientation, color, disability, marital status, national origin or ancestry in the sale of Residential Units under this Offering Plan.

Amendment of Offering Plan

The Offering Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Offering Plan which adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of the duly filed amendment is mailed or otherwise delivered to them by written notice to the Sponsor to cancel the Purchase Agreement and to obtain a refund, in full, of the Deposit made therewith with interest, if any. No person has been authorized to make any representation which is not expressly contained herein. This Offering Plan may not be changed or modified orally.

XXX. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Description of Property set forth in Part II of the Offering Plan. Sponsor has no knowledge of any material defects or need for major repairs except as set forth in the Description of Property Report set forth in Part II of the Offering Plan. As described in the Description of Property Report, the Building was initially constructed in or about 1900 and the Building's certification as a legal four- (4) family dwelling is substantiated by the historic iCard for the Building maintained on New York City department of Housing Preservation & Development's HPD Online system, https://hpdonline.nyc.gov/hpdonline, at Registration No. 360484; however, the Building's Certificate of Occupancy is not available for viewing on the New York City Building Department's Building Information System. No Certificate of Occupancy other than the Building Information System's certification of the Building as a legal four- (4) family dwelling is required by the Building Department.

Sponsor is offering all Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing, and Sponsor will not be performing work or taking any other action in connection with the Building that would affect the status of the Building's pre-existing certification as a legal four- (4) family dwelling. As described in the Description of Property Report set forth as Schedule G, Purchasers should be aware that a prior owner not affiliated with the Sponsor filed an Alteration-2 Permit on or about May 5, 2008, at Job No. 310141129, to perform certain general construction, structural, mechanical, plumbing and other work to the Building, including interior renovation of all dwellings, re-modeling of kitchens and bathrooms, new boilers, hot water heaters and HVAC systems, new lighting throughout the Building, new washer/dryers, and a new raised deck and balconies in the rear yard of the Property. Plan examiners for the Building Department approved the work for all work-type categories of the prior owner's Alteration-2 Permit (i.e., Building Department work types alt-2, mechanical, plumbing and other) as being in accordance with all applicable codes as of March 6, 2009, as shown on the plan examination overview for Job No. 310141129 on the Building Department's publicly-available Building Information System database, and the prior owner's work was substantially completed in accordance with the plans submitted to the Building Department for the permit; however, the permit was not signed off by the Building Department and remains open as of the date hereof. Notwithstanding the existence of the open permit, occupancy of the Building remains legally permissible because work performed pursuant an Alteration-2 Permit does not change a building's use, egress, or occupancy, and the issuance of an Alteration-2 Permit does not trigger the need to obtain a new or amended Certificate of Occupancy under the NYC Building Code. No additional work to the Building is anticipated to be required to obtain closure of the open permit in compliance with applicable codes—only administrative work with an estimated total cost of $18,000 is anticipated, as further discussed below, and so, there is no reasonable potential for such work to result in a vacate order for the Building. No fines are anticipated to be associated with closing the open permit. Although the likelihood thereof is remote, Purchasers are advised of the potential for a higher insurance premium to cover the Building during the period in which the prior owner's permit remains open and Sponsor makes no representations regarding the availability or terms of insurance

coverage for the Building except as otherwise expressly disclosed in this Offering Plan. In addition, although the likelihood thereof is remote, Purchasers are advised that the prior owner's open permit could impact Purchasers' ability to obtain financing and Sponsor makes no representations regarding the availability or terms of any mortgage financing Purchasers may wish to obtain.

As described above and in the Description of Property Report, the work performed in connection with the prior owner's open permit did not affect the validity of the Building's Certificate of Occupancy. In addition, the existence of the open permit does not prevent issuance of new building permits by the Building Department to perform other work in the Building. Notwithstanding, the Sponsor has engaged a professional to reinstate the prior owner's permit application and to close the open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department.

The Sponsor does not intend to undertake any material renovations of the Building and is selling each Residential Unit in its "AS IS" condition. Purchasers must take title to their Residential Units and Common Elements subject to the existing certification documents and instruments of record, except with respect to the open permit application at Job No. 310141129, which Sponsor will close out as described above. Purchasers should consult with their attorneys and relevant professionals to perform their own independent investigation regarding the certification status of the Building before signing a Purchase Agreement. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit that would require Building Department approval, or that would otherwise affect the Building's certification as a legal multi-family dwelling, during the Sponsor Control Period (i.e., until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, Sponsor Affiliates, successors, assignees and/or designees).

As disclosed in the Description of Property Report set forth as Schedule G, the Department of Environmental Protection conducted an asbestos-sampling inspection of areas of the Building which were to be disturbed in connection with the work performed by the unaffiliated prior owner that filed the open Alteration-2 Permit described above. Pursuant to said sampling inspection, the asbestos investigator issued an ACP-5 report, dated April 4, 2008, filed with the Building Department at Job No. 310141129, a copy of which is set forth as Schedule G-3 in Part II of the Offering Plan. Said report concludes that no asbestos-containing materials ("ACM") were present in the 12 sampled interior walls, but that ACM should be assumed to be present in the 600 feet of kitchen floor tiling located within floors one through four of the Building. All kitchens in the Building currently include hardwood flooring, and it is unknown whether the prior kitchen tiling was abated, encapsulated or left undisturbed. Per the Description of Property Report, any future renovation work that includes removal of the existing kitchen flooring will require investigation to determine if ACM-assumed tile is present. In such event, additional testing and potential abatement may be required, which would result in additional expense. Purchasers should refer to the ACP-5 asbestos sampling inspection report, dated April 4, 2008, set forth as Schedule G-3, and the Description of Property Report set forth as Schedule G, in Part II of the Plan. Sponsor engaged a professional to close the prior owner's open permit by way of a sign off from the Building Department. Sponsor anticipates that the prior owner's permit will be signed off and closed by on or about October 1, 2026. Sponsor's Architect provided a letter dated June 25, 2026, estimating that the total cost to close the open permit will be $18,000, which amount Sponsor shall hold in escrow with the Escrow Agent until the open permit is closed and signed off by the Building Department. Sponsor does not anticipate that any work to the Building will be required to close the open permit. Pursuant to the Architect's letter dated June 25, 2026, the tasks associated with closing the open permit are as follows: reinstating and amending the open permit to bring it current; filing updated "as-built" plans with the Building Department to reflect minor field changes in the location of smoke/carbon monoxide detectors and HVAC air diffusers; submitting customary special inspection reports to the Building Department to certify that installations meet NYC Building Code requirements; and securing sign off by the Building Department and obtaining a letter of completion to close the open permit of record with the Building Department. Sponsor will amend the Offering Plan to disclose any material changes concerning the prior owner's permit application and the municipal closure thereof, including, without limitation, the date upon which the open permit has been signed off and closed by the Building Department.

For the avoidance of doubt, the Building, the Residential Units and Common Elements are not being renovated in any material manner or respect. Sponsor will perform only minor cosmetic work, such as re-painting and/or re-tiling. All Residential Units and the Common Elements will be offered for sale in their respective "AS IS" conditions as of the date of each Closing. Although Sponsor is only performing certain minor cosmetic work, Purchasers should be aware that they may be living in an active construction site after they close on their Residential Unit. During any period of construction, there may be dirt and debris and construction material on site, construction, vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences which are normal in a community undergoing renovations, refurbishment or construction.

Notwithstanding the foregoing, any such noise or vibration shall not violate any building code related thereto and the Sponsor shall not allow conditions at the Building to fall below the warranty of habitability, as required by law.

82 STERLING PLACE, LLC,
Sponsor

Date of Offering Plan: August 7, 2026
East Meadow, New York

O F F E R I N G S TA T E M E N T

82 STERLING PLACE CONDOMINIUM

82 Sterling Place
Brooklyn, New York 11217

PART II

SCHEDULE D

PURCHASE AGREEMENT/ RESIDENTIAL UNIT

RESIDENTIAL UNIT PURCHASE AGREEMENT

Residential Unit No. _____ **Date** _____

Anticipated Closing Date: _____

Seller: 82 STERLING PLACE, LLC

Address: 190 5TH AVENUE, BROOKLYN, NEW YORK 11217

Purchaser(s): _____

Home Address: _____

Residential Telephone Number: _____
Business Telephone Number(s): _____
Email Address: _____

Purchaser's Attorney: _____
Attorney's Contact Information: _____

_____
Phone:_____ Fax: _____
Email: _____

Seller and Purchaser agree as follows:

1) **PURCHASE PRICE:**

Residential Unit	$_____
Builder upgrades, extras, options, custom or special work (collectively, "Extras")	$_____
TOTAL	**$**_____

PAYABLE AS FOLLOWS:

On the signing of this Purchase Agreement, __% of the Purchase Price ("Deposit") to be deposited with Escrow Agent (hereinafter defined) by check subject to collection or wire	$_____
Purchaser's certified or teller's check (drawn on a bank that is a member of the New York Clearinghouse) payable directly to the order of Seller or Seller 's designee on the Closing of Title	$_____
TOTAL	**$**_____

Any payment made by check is accepted subject to collection. If any check tendered is not honored, Purchaser shall deliver a certified check or official bank teller's check to Seller to replace the dishonored check within seventy-two (72) hours after demand for replacement therefore at law or in equity.

Notwithstanding the foregoing, if for any reason whatsoever the check given by Purchaser as the Deposit hereunder is dishonored, Seller shall have the right to cancel this Purchase Agreement. Seller's election to cancel shall not be deemed a waiver by Seller of its right to pursue other remedies.

ALL PAYMENTS DUE AT CLOSING IN ACCORDANCE WITH THIS PURCHASE AGREEMENT ON ACCOUNT OF THE PURCHASE PRICE MUST BE MADE AT SELLER'S OPTION BY WIRE OR BY PURCHASER'S CERTIFIED CHECK OR OFFICIAL BANK TELLER'S CHECK DRAWN ON A BANK THAT IS A MEMBER OF THE NEW YORK CLEARINGHOUSE PAYABLE DIRECTLY TO SELLER OR SELLER'S DESIGNEE. IF PAYMENT SHALL BE MADE TO SELLER'S DESIGNEE, SELLER SHALL GIVE PURCHASER PRIOR INSTRUCTIONS. UNCERTIFIED CHECKS OF FUNDING COMPANIES, ATTORNEY ESCROW CHECKS AND CHECKS PAYABLE TO PURCHASER OR ANOTHER PARTY AND ENDORSED TO SELLER WILL NOT BE ACCEPTED AND TENDER OF SAME WILL NOT CONSTITUTE COMPLIANCE BY PURCHASER OF PURCHASER'S OBLIGATIONS HEREUNDER.

2) **DESCRIPTION OF UNIT** - Seller agrees to sell and convey, and, at its own cost and expense, renovate, erect and complete, and Purchaser shall purchase from Seller, the condominium unit(s) known as Residential Unit No. ____ (the "Residential Unit") together with a _____ Percentage of Common Interest in the Common Elements of the condominium (the "Common Elements") known as 82 Sterling Place Condominium (the "Condominium") located at 82 Sterling Place, Brooklyn, New York 11217, and as described in the Declaration of Condominium to be recorded in the Register's Office of the City of New York, renovated, built or to be built by Seller and the unit designation map (the "Condominium Map") on the Condominium Property as described in Exhibit A of the Declaration of Condominium filed or to be filed in the Register's Office of the City of New York. The Residential Unit shall hereinafter be referred to as the "Unit". The Unit shall be renovated in accordance with the requirements as to materials and workmanship of the Building Department of the City of New York, which, when completed, will be in substantial accordance with the plans as filed or to be filed with the Building Department of the City of New York.

The Unit may vary from any models displayed to Purchaser, and Purchaser shall not rely on any model depiction of the units in the Condominium. All dimensions are approximate and may vary from the floor plans of the Condominium.

The Unit shall not include any of the following if displayed in any unit or model unit: decorative fixtures, furniture, furnishings, paint, wallpaper, carpeting, shelves, wall and window treatments, built-ins, burglar alarm systems, site lighting, central vacuum systems, high-hat lighting, additional fixtures and switches added for decorative purposes

and other optional fixtures or features exhibited in any model units and/or any sales office except as specifically set forth in the Plan (as hereinafter defined) and/or this Purchase Agreement. Purchaser acknowledges that the above features, as contained in any model Unit and/or sales office are for display purposes only and are not included in this sale unless specifically provided for in the Plan and/or this Purchase Agreement.

3) **OFFERING PLAN** - Seller has exhibited and delivered to Purchaser, and Purchaser acknowledges having received, read and understood the Offering Plan for condominium ownership of the Property and all amendments thereto filed to date, all of which are incorporated by reference and made a part of this Purchase Agreement, with the same force and effect as if fully set forth herein. Purchaser agrees to be bound by the Offering Plan, including all amendments thereto now or hereafter filed by Seller (collectively, the "Plan"). Seller may freely amend the Plan in any respect from time to time, without Purchaser's approval or consent, subject to the provisions of applicable law and the terms of the Plan, including without limitation, Section IX thereof respecting Changes in Prices and Units. Purchaser acknowledges having received and read the Plan at least three (3) business days prior to signing this Purchase Agreement and having had full opportunity to examine all papers and documents and investigate all matters set forth in the Plan. Any defined term set forth in this Purchase Agreement which is not specifically defined herein shall have the meaning ascribed to them in the Plan.

Purchaser shall deliver all documents to Seller and perform all acts required by Seller to carry out the provisions of the Plan, establish the Condominium and conform to all applicable laws and regulations. This Paragraph shall survive Closing and delivery of the deed.

4) **MORTGAGE FINANCING** - This Purchase Agreement is not conditioned upon Purchaser obtaining mortgage financing. In the event Purchaser is unable to obtain a mortgage, this Purchase Agreement shall remain in full force and effect and Purchaser shall have an ongoing obligation to consummate the transaction contemplated by this Agreement. If Purchaser does not consummate this transaction and close title to the Unit as a result of Purchaser's inability to obtain a mortgage, Purchaser will be in default under this Purchase Agreement and Seller may retain all monies as provided for in Paragraph 22 herein.

5) **CLOSING -** The act of transferring ownership of the Unit in return for payment in full of the Purchase Price and all other sums due from Purchaser under this Purchase Agreement is known as the "Closing". The date of the transfer of title on the Unit to Purchaser is the Closing Date. The closing date set forth on the first page of this Purchase Agreement is an approximate date (the "Anticipated Closing Date") and Seller cannot make any guarantees that such date will be the actual Closing Date. Seller shall have the right to adjourn or advance the Closing Date as provided herein. The Closing shall take place at such time and place and on such date as Seller shall designate by prior written notice (the "Notice for Closing") delivered in accordance with Paragraph 30 herein, which shall be given no less than thirty (30) days before the date set for Closing. Purchaser may waive the thirty (30) day notice period by execution and delivery of a waiver in the form set forth as Schedule D-3 to this Purchase Agreement.

Should Seller be unable to convey title to Purchaser in accordance with the Notice for Closing, Seller shall have the right, from time to time, to adjourn the date and time for Closing on written notice to Purchaser. In such event, Seller shall, by a new Notice for Closing, fix a new date and time for Closing, which shall be no less than ten (10) days before the new scheduled date and time for Closing. The Closing shall take place at the office of the Seller's attorney.

If the Closing takes place, at the request of Purchaser or Purchaser's Lender, at any location other than the office of Seller's attorney, Purchaser shall pay to Seller's attorney a travel fee in the sum of $450.00. The Closing may not take place in any location other than the office of Seller's attorney without Seller's prior written consent.

In the event the Closing is adjourned at the request of Purchaser, Purchaser's attorney, or Purchaser's lender (or lender's attorney), if any, within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall pay Seller's attorney an adjournment fee in the sum of $350.00.

If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date, Purchaser may cancel this Purchase Agreement by forwarding written notice of cancellation ("Notice of Cancellation") to Seller no later than fifteen (15) days after expiration of such twelve (12) month period. Failure to timely and properly notify Seller shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of this Purchase Agreement. Upon receipt of the Notice of Cancellation, Escrow Agent shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XI of the Plan and Paragraph 29 of this Purchase Agreement, all Deposits, other than Extras which have been (i) installed by Seller, (ii) not installed but paid for by Seller or (iii) not installed but which have been ordered by Seller and for which Seller is obligated to pay, unless the Plan has been abandoned. In the event the Plan is abandoned Purchaser shall be entitled to receive a refund of all funds paid to Seller for such Extras. Thereafter, neither party shall have any further liability or obligation to the other in connection with this Purchase Agreement. Seller's obligations with respect to the above dates are subject to Force Majeure. "Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of the Seller. In the event of a delay due to Force Majeure, the above time frames shall be tolled for the length of the period during which such performance was excused, and such tolling shall not entitle Purchaser to any credit, offset, or reduction in Purchase Price or to be relieved of any other obligation under the Purchase Agreement. However, none of Purchaser's rights under the applicable regulations promulgated by the Attorney General, Article 23-A of the General Business Law or under the Plan shall be abridged by virtue of Force Majeure, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency, or by executive order.

In addition, in the event the Seller makes a material amendment to the Offering Plan after the date of this Purchase Agreement, including, but not limited to, a delay in closing of title to the first Residential Unit beyond twelve (12) months of the projected date therefor in the Offering Plan, Purchaser may rescind and cancel this Purchase Agreement by forwarding written notice to Seller no later than fifteen (15) days after presentation of Seller's written notification that Purchaser has the right to rescind and cancel the Purchase Agreement at such time.

6) **CLOSING COSTS** - In addition to all other sums payable or reimbursable elsewhere under this Purchase Agreement, at Closing Purchaser shall pay, or reimburse to Seller if Seller has already made payment, or pay to any lender, all applicable charges for:

(a) any lender's charges for inspections, appraisals, title examination and policy insuring the lender's interest, lender's attorneys' fees for preparation of all loan documents, all commitment fees, points, origination fees and other fees and charges (however characterized) imposed or exacted by the lender or incurred by Seller or Purchaser in connection with Purchaser's mortgage loan;
(b) any mortgage recording taxes on Purchaser's mortgage;
(c) governmental charges which may be assessed on account of any mortgage loan;
(d) mortgage insurance, if required, on Purchaser's mortgage;
(e) New York State Real Estate Transfer Tax on the deed;
(f) New York City Real Property Transfer Tax on the deed;
(g) Mansion Tax pursuant to Section 1402-a and 1402-b of the Tax Law of the State of New York, if applicable;
(h) all recording and filing charges payable on account of the transfer of title and the recording of all documents in connection with this transaction, including, without limitation, any mortgage, the deed, any power of attorney (including the condominium unit power of attorney), affidavits required pursuant to Section 339-ee of the New York State Real Property Law, any documents required to be recorded in connection with this Purchase Agreement and any mortgage releases, terminations (including terminations of assignments of leases and rents) and UCC-3 partial terminations and any mortgage pick-up fee or similar fee that shall be imposed by Purchaser's title company in connection with the payoff and/or release of Seller's mortgages;
(i) in the event that any mortgage of Seller shall be assigned to Purchaser's lender and/or assumed by Purchaser at Closing, a sum equal to the partial mortgage tax credit to which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller;
(j) an initial non-reimbursable capital contribution equal to the equivalent of two (2) months Common Charges to the Condominium;

(k) a pro-rata reimbursement of the Condominium's current year's insurance premium;
(l) $150 fee for the completion of any lender's mortgage questionnaire;
(m) any other municipal and/or utility company fees applicable to the Unit;
(n) $3000 to Seller's attorney for the preparation of the closing documents;
(o) $450 travel fee for Seller's attorney to travel to and from the Closing, if closing occurs at any location other than the office of Seller's attorney; and
(p) $350 adjournment fee in the event the Closing is adjourned within forty-eight (48) hours of the actual Closing Date;
(q) $1,000 water tap fee;
(r) $1,000 sewer tap fee; and
(s) $1,000 survey fee.

Seller shall also be entitled to any other costs referenced to in Section XV of the Plan if not specifically contained herein.

Purchaser shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing, the apportioned amount due for taxes, Condominium Common Charges, one (1) month advanced additional Common Charge, sewer use (if applicable), water use, fuel oil, electricity, gas, and any other utility costs. Purchaser shall also pay the deposits required by Purchaser's lender to establish the estimated or escrow fund for future payment of taxes, Condominium Common Charges, sewer use and insurance premiums (if applicable).

If through no fault of Seller, Purchaser fails for any reason to close title on the date originally scheduled in the Notice for Closing, or such later date (if applicable) to which Seller in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of the end of the day preceding (i) the date originally scheduled for Closing or (ii) Seller's adjourned Closing Date, as the case may be.

If Purchaser fails to close title to the Unit on or before the date set forth in the Notice for Closing, Purchaser shall pay to Seller at or prior to the date of the actual adjourned Closing, an amount equal to .0438% per diem (which equals an annual rate of 16%) of the Purchase Price for each day beyond such originally scheduled or Seller adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchaser acknowledges to be reasonable and proper.

Any errors or omissions in computing apportionments or any other sums payable under this Purchase Agreement which are communicated to the other party within six (6) months after the Closing Date shall be corrected and payment made to the proper party promptly after such communication. This Paragraph shall survive Closing and delivery of the deed.

7) **SEVERANCE OF MORTGAGE -** Purchaser shall use its best efforts to direct Purchaser's lender (i) to accept an assignment of the existing mortgage(s) encumbering the Property, as severed, to encumber only the Unit and its appurtenant percentage of

Common Interest in the Common Elements, and (ii) to cooperate with Seller and Seller's existing lender as necessary to effectuate such assignment. At Closing, Purchaser shall execute the affidavits required pursuant to Section 255 of the Tax Law of the State of New York. It is agreed and understood that Seller shall receive, as a credit from Purchaser at Closing, a sum equal to the full mortgage tax credit which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller on the amount of Purchaser's mortgage. The foregoing credit shall be paid by Purchaser regardless of whether Purchaser's lender accepts the assignment of Seller's existing mortgage, as severed.

8) **MORTGAGE(S) -** All terms and provisions of this Purchase Agreement and all payments made hereunder are and shall be subject and subordinate to the lien of any acquisition, improvement, interim or building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, to the full extent thereof without the execution of any further documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. Seller shall satisfy all such mortgages or obtain a release of the Unit and its appurtenant percentage of Common Interest in the Common Elements from the liens of such mortgage(s) at or prior to Closing, unless Purchaser shall be required to take title subject to the existing mortgage(s), as severed and converted to Purchaser's individual mortgage encumbering the Unit.

9) **DEED AND ENCUMBRANCES UPON OWNERSHIP** - The deed to be given by Seller to Purchaser at Closing shall be a Bargain and Sale Deed with Covenant Against Grantor's Acts, but subject, nevertheless, to the matters set forth in sub-paragraphs (a) through (f) below and any additional exceptions stated in Section XV of the Plan, as it may be amended, which need not be recited in the deed given at Closing, but shall survive Closing, and Seller's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Seller in proper statutory form for recording (except for payment of the New York State and New York City transfer and Mansion taxes, which is the obligation of Purchaser) so as to convey to Purchaser fee simple title to the Unit, free and clear of all liens and encumbrances, except as herein stated. The deed shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law of the State of New York. Purchaser shall accept such title to the Unit subject to the liens, encumbrances and other matters set forth in this Purchase Agreement, as Cornerstone Land Abstract, LLC, as agent for a title company authorized to do business in the State of New York (the "Title Company") with an address at 248-52 Jericho Turnpike, Bellerose Village, New York 11001, telephone number (516) 327-5400, is willing to approve and insure without additional premium. Purchaser may obtain title insurance from any other title insurance company or abstract company, or Purchaser may decline to obtain any title insurance at all.

Purchaser shall be responsible for payment to the title insurance company or abstract company, as the case may be, of the entire premium for Purchaser's title

insurance, and shall also pay the applicable New York State Real Estate Transfer Tax, New York City Real Property Transfer Tax, and Additional (Mansion) Tax, if applicable.

Purchaser will be obligated to pay the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, which by law are the primary obligation of the Sponsor but have been transferred to a Purchaser under the terms of this Purchase Agreement. The New York State Real Estate Transfer Taxes are at the rate of $2.00 per $500 of consideration where the consideration is less than $3,000,000 and $3.25 per $500 where the consideration is $3,000,000 or more. New York City Real Property Transfer Tax is at the rate of one (1%) percent of the Purchase Price for Residential Units where the consideration is less than $500,000 and 1.4259 percent where the consideration is $500,000 or greater. Pursuant to Section 1404(a) of the Tax Law, effective July 1, 2021, where New York State Real Estate Transfer Tax is paid by the Purchaser pursuant to contractual agreement, such tax will be excluded from the total calculation of consideration. However, the amount of New York City Real Property Transfer Tax will be included in the consideration subject to such tax.

In addition, pursuant to Sections 1402-a and 1402-b of the Tax Law of the State of New York, Purchaser is required to pay an Additional Tax for any Residential Unit where the consideration is $1,000,000 or more (the "Mansion Tax"). The following are the rates applicable to the Mansion Tax in New York City effective as of July 1, 2019:

Total Consideration	**Mansion Tax (as of July 1, 2019)**
Less than $1,000,000	Not subject to tax
$1,000,000 to $1,999,999.99	1%
$2,000,000 to $2,999,999.99	1.25%
$3,000,000 to $4,999,999.99	1.5%
$5,000,000 to $9,999,999.99	2.25%
$10,000,000 to $14,999,999.99	3.25%
$15,000,000 to $19,999,999.99	3.5%
$20,000,000 to $24,999,999.99	3.75
$25,000,000 or more	3.9%

Pursuant to the provisions of the statute, the obligation to pay the Mansion Tax is upon the Purchasers. The New York City Real Property Transfer Tax amount will be included in the consideration to determine the Mansion Tax. Therefore, the purchase price and City transfer taxes payable by Purchaser are added together to arrive at a total consideration for Mansion Tax purposes. As a result, a Residential Unit priced at $980,000 or more, where Purchaser pays the transfer taxes and legal fees of Sponsor, could subject Purchaser to liability for the Mansion Tax, as the aggregate price plus tax would exceed $1,000,000.

Purchaser shall also be responsible for payment to the title company or abstract company, as the case may be, of the entire cost of the premium for Purchaser's lender, if any, and any and all recording charges in connection with Purchaser's mortgage loan, if any, title insurance and title charges.

The sale and transfer of ownership of the Unit to Purchaser shall, even though not stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements, and approvals of applicable governmental authorities provided not violated by the Unit to be renovated.

(b) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be granted after this Purchase Agreement is signed or after Closing, provided they do not prevent use of the Unit or the Common Elements for their intended purposes.

(c) Declarations, covenants, restrictions, reservations, exceptions, easements, and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Unit or the Common Elements for their intended purposes.

(d) Unpaid taxes and any liens provided the title insurance company shall insure against collection of same out of the Unit.

(e) The filed Condominium Map and all matters reflected thereon.

(f) The Declaration and By-Laws of the Condominium and any amendments or supplements thereto.

(g) All exceptions listed in Section XIV of Part I of the Plan.

Purchaser shall deliver to Seller's attorney within thirty (30) days of Purchaser's attorney's receipt of a fully executed copy of this Purchase Agreement, a written notice setting forth each objection to title, if any (other than those specifically set forth herein subject to which the Unit is being sold), and a copy of Purchaser's title report. Seller shall have the right to a reasonable adjournment of Closing, not to exceed sixty (60) days, for the purpose of curing any title defect; however, no such action taken by Seller shall be deemed an admission by Seller that such defect is one that would entitle Purchaser to cancel this Purchase Agreement.

10) **PERSONAL PROPERTY INCLUDED IN SALE** - All articles of personal property, fixtures and equipment for the Unit which are included in this sale will be delivered free and clear of all liens and encumbrances, except as stated in Paragraph 9 herein, if applicable.

11) **POWER OF ATTORNEY -** At Closing, Purchaser shall execute, acknowledge and deliver to Seller in recordable form, a power of attorney in the form set forth as Schedule E to the Plan ("Power of Attorney"), in favor of the Board of Managers of the Condominium relative to leasing and purchasing of units in the Condominium under certain circumstances and to foreclose upon units in the Condominium for which the payment of Common Charges is delinquent, and in favor of Seller relative to amending the Condominium documents to the extent provided for in the Plan, the Declaration and By-

Laws of the Condominium. Purchaser further agrees to execute and pay for any recording fees in the event the form required to be used for a Power of Attorney is revised subsequent to the date of the Closing. This Paragraph shall survive Closing and delivery of the deed.

12) **ENCUMBRANCES/LIENS EXISTING AT CLOSING** - The existence of anything affecting the transfer of title of the Unit at Closing, including unpaid taxes or liens of any kind, shall not constitute an objection to title provided the Title Company or another title or abstract company licensed to do business in the State of New York selected by Purchaser is willing to insure Purchaser's title clear of the matter or is willing to insure against enforcement or collection out of the Unit upon Seller's doing whatever acts as may be reasonably required by said company and/or the depositing of money not to exceed the net Purchase Price due Seller after payment of Seller's closing expenses and mortgage release amount.

13) **EXTRA WORK AND EXTRA ITEMS ORDERED BY PURCHASER -** Any Extras ordered from Seller by Purchaser which are not included in the plans or standard model of the Unit shall, except as may otherwise be provided in this Purchase Agreement or in a writing signed by Seller, be paid for in full by Purchaser at the time they are ordered. The failure of Seller to perform or supply and install such Extras shall not entitle Purchaser to cancel this Purchase Agreement even if Purchaser has already paid for such Extras. Purchaser's only right, in the event of Seller's failure to perform the work required to install or actually install such Extras, is to receive a refund or credit at Closing equal to the total payments made to Seller for such Extras. All Extras must be ordered prior to commencement of construction/renovation and must not delay construction/renovation. In the event Purchaser orders Extras, other than the standard Extras offered by Seller, if any, Seller or Seller's contractors shall not be responsible or liable for any defects in quality of materials or workmanship in installation. Failure to make any payments due in accordance with the payment schedule of Seller, Seller's contractors or sub-contractors, as applicable, shall constitute a breach in accordance with Paragraph 22 herein. **All funds received by Seller for Extras will initially be placed in the Escrow Account (as provided in Paragraph 29 herein). Such funds may be released from the Escrow Account as long as Seller uses the funds for such Extras.** As noted as a Special Risk in the Plan, in the event Purchaser is entitled to rescission, Purchaser will not receive a refund of any funds paid for Extras which have been (i) installed by Seller, (ii) not installed but paid for by Seller or (iii) not installed but which have been ordered by Seller and for which Seller is obligated to pay unless the Plan has been abandoned. In the event the Plan is abandoned, Purchaser shall be entitled to receive a refund of all funds paid to Seller for such Extras. Seller shall have no responsibility for any work, fixtures, appliances, equipment or materials not ordered directly from Seller by Purchaser. Any orders which Purchaser places directly with Seller's contractors, sub-contractors or suppliers shall not be deemed to have been ordered directly from Seller and Seller shall not be responsible or liable with respect to same.

14) **OPTIONS AND COLOR SELECTIONS** – Any options offered by Seller to Purchaser with respect to colors, products, materials, design, features and similar matters shall be made by Purchaser in writing at Seller's office or the sales office, within ten (10) days after notification to Purchaser to select such options. If Purchaser fails to inform Seller of Purchaser's final selections within such ten (10) day period, Seller shall make the selection on Purchaser's behalf and Purchaser shall accept such selection. No claim or objection to Closing shall be made by Purchaser because of any selection made by Seller in the event Purchaser failed to give Seller timely notice of Purchaser's final selections.

15) **NO INSPECTIONS DURING RENOVATION** - Purchaser acknowledges that unsupervised visits to the Property present a dangerous circumstance and could incur liability to Seller. **Unless specifically agreed to by Seller in writing, Purchaser shall not visit the Unit or any other portion of the Property and shall only have the right to visit the sales office.** Purchaser hereby releases and indemnifies, defends, and holds Seller harmless from and against any and all claims and liabilities incurred by Seller resulting from the unauthorized presence of Purchaser or Purchaser's family members, agents, licensees or invitees on the Property prior to Closing. Purchaser further agrees to execute the Express Assumption of Risk Form as Schedule D-4 to the Plan annexed hereto and made a part hereof together with Purchaser's execution of this Purchase Agreement.

16) **PURCHASERS' INTERFERENCE** - Purchaser acknowledges that it may not interfere with Seller's ability to renovate the Unit or other unit(s) or facilities, including, without limitation, interference with work performed on the Property by Seller's staff, contractors and/or sub-contractors in connection with the construction/renovation of the Unit or any other unit(s), attempts to hire any of Seller's staff, contractors or subcontractors, and/or attempts to bring contractors, materialman, sub-contractors or workers onto the Property for work on the Unit prior to Closing, unless otherwise agreed to in writing by Seller.

17) **POSSESSION OF THE UNIT PRIOR TO CLOSING** - Neither Purchaser nor anyone acting on Purchaser's behalf may enter or take possession of all or any part of the Unit nor have any work performed or materials supplied or installed at the Unit prior to Closing without the prior written consent of Seller.

Seller will not accept any liability whatsoever for any property belonging to Purchaser, their agents, employees, licensees, invitees, family, or belonging to any party other than Seller which is placed on the Property and/or in the Unit prior to Closing. No act of Seller, whatever its nature, shall constitute a waiver of this Paragraph.

18) **CHANGES BY SELLER -** In improving and renovating the Unit and performing any other work on the Property, Seller reserves the right to: (a) make changes or substitutions of materials or construction/renovation from those shown in the model or building plans, provided any such changes or substitutions are of substantially similar or better quality; (b) determine the exterior color and design of the Building; (c) change the location and type of units to be constructed in the Condominium; (d) change appliances

as long as they are equal to or better than originally offered; and (e) make any other changes required by the City of New York or any other municipal or governmental agency having jurisdiction over the Property.

19) **COMPLETION OF CONSTRUCTION/RENOVATION; PURCHASER'S INSPECTION -** Purchaser shall accept title (without abatement or credit against the Purchase Price or provision for escrow) notwithstanding that construction or renovation of (a) minor details of the Unit or the Building, or (b) other unit(s) in the Condominium, or (c) any landscaped areas of the Property, or (d) other portions of the Common Elements have not been completed. Purchaser shall inspect the Unit with a representative of Seller during normal business hours approximately three (3) days prior to Closing and will sign and deliver to Seller on or before Closing, a Pre-Title Inspection Statement supplied by Seller, acknowledging the condition of the Unit. Purchaser agrees to accept the Pre-Title Inspection Statement wherein Seller shall agree to complete all unfinished items within six (6) months from the date of Closing, weather and other circumstances permitting. Any such incomplete items shall not constitute an objection to Closing. Purchaser shall allow Seller, its agents, servants and/or employees the right to enter the Unit and shall provide reasonable access thereto subsequent to Closing to complete any incomplete items. In the event Seller is required to make any repair or complete any item of work to be performed by Seller after Closing, the limit of Seller's liability shall be to make said repair and/or to complete such item. This Paragraph shall survive Closing and delivery of the deed.

20) **CERTIFICATE OF OCCUPANCY** - In New York, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent Certificate of Occupancy ("PCO") 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. The TCOs and PCOs are issued by the New York City Department of Buildings ("Building Department)". 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 Building Department. 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 Residential Units. In New York City, it is common for sponsors to commence Residential Unit closings when some or all Residential Units are covered by a TCO rather than a PCO. 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 PCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire building and shall exercise its best efforts to obtain the PCO within such two (2) year period while keeping the TCO current. Residential Unit Owners and the Board of Managers shall be obligated

to cooperate with and refrain from obstructing Sponsor in these undertakings. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit requiring Building Department approval prior to the issuance of a Permanent Certificate of Occupancy or renewal of a temporary Certificate of Occupancy. This Paragraph shall survive Closing and delivery of the deed.

21) **UNIT PART OF DEVELOPMENT -** Purchaser acknowledges that they may be living in an active construction site after Closing on the Unit. During the period of construction/renovation, there may be dirt and debris and construction material on the Property, construction vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences which are normal in a community undergoing construction/renovation. Purchaser further acknowledges that other units and infrastructure may presently be in construction at the Property and that Seller anticipates that such construction shall continue until the Condominium is completed in accordance with the Plan. Accordingly, Purchaser agrees that such continuing construction shall not be deemed a nuisance nor an interference with Purchaser's quiet enjoyment of the Unit after Closing. This Paragraph shall survive Closing and the delivery of the deed.

22) **PURCHASER'S DEFAULT** - If Purchaser fails to appear and close title in accordance with this Purchase Agreement on the date and at the time and place stated in the Notice for Closing, or if Purchaser fails to observe or perform any other obligation on the part of Purchaser to be observed or performed under this Purchase Agreement, Seller may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, this Purchase Agreement shall, at Seller's option, be deemed canceled and Seller shall have the right to retain, as and for liquidated damages, all sums paid by Purchaser to Seller on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all Extras in accordance with Paragraph 13 of this Purchase Agreement. Purchaser acknowledges said amount to be fair and reasonable.

Prior to such funds being released to Seller, Escrow Agent shall send a notice to Purchaser of Escrow Agent's intent to release the funds being held in escrow on behalf of Purchaser pursuant to the escrow regulations as set forth in Section XI of the Plan and Paragraph 29 of this Purchase Agreement.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

Upon cancellation of this Purchase Agreement for Purchaser's failure to timely cure any default, Seller shall be released and discharged of any and all further liability and obligations to Purchaser under this Purchase Agreement. Thereafter, the Unit may be sold or disposed of as though this Purchase Agreement had never existed and without any accounting to Purchaser for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under this Purchase Agreement, at law or in equity for any default by Purchaser under this Purchase Agreement.

23) **SELLER'S RIGHT TO CANCEL** - Seller may cancel this Purchase Agreement by forwarding a full refund of the Deposit and the funds paid for Extras to Purchaser, together with written notice of cancellation, in the event of the occurrence of any of the following:

(a) any governmental authority imposes a ban on the construction/renovation or completion of the Building and/or the Unit or imposes restrictions on the manufacture, sale, distribution and/or use of materials from Seller's regular suppliers or from using same in the construction, renovation and/or completion of the Unit and/or the Building; or

(b) Seller is unable to obtain materials from its usual sources due to labor troubles, lockouts, war, military operations and requirements, civil unrest, act of God, force majeure, or national emergencies; or

(c) the installation of public utilities is restricted or curtailed; or

(d) zoning and/or building restrictions and/or regulations, imposed by any governmental body having jurisdiction over the construction/renovation of residential housing and appurtenances and/or the non-residential units of the Condominium, either presently in effect or as enacted or promulgated in the future, which create or impose requirements upon Seller which are not presently contemplated; or

(e) the Plan is abandoned, withdrawn or not consummated for any reason.

Upon such cancellation and refund, this Purchase Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Purchase Agreement and the Plan.

24) **INABILITY OF SELLER TO TRANSFER OWNERSHIP** - Except for Seller's willful default, if Seller is unable to transfer ownership of the Unit in accordance with this Purchase Agreement, Seller shall only be liable to Purchaser for the return to Purchaser of the Deposit. Thereafter, this Purchase Agreement shall be deemed canceled and neither party shall have any further liability to the other in connection with this Purchase Agreement or transaction. Seller shall not be required to commence any action or proceeding or incur any expense in order to remove the condition which prevents Seller from transferring ownership of the Unit in accordance with this Purchase Agreement.

25) **PROHIBITION AGAINST ASSIGNMENT OR RECORDING OF PURCHASE AGREEMENT**- Neither this Purchase Agreement nor Purchaser's interest hereunder may be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. In addition, neither shall this Purchase Agreement nor any memorandum thereof be recorded in the Office of the Register of the City of New York, by Purchaser or on behalf of Purchaser. Should Purchaser violate the provisions of the foregoing sentence, this Purchase Agreement, at Seller's option, shall become null and void, whereupon all rights of Purchaser shall cease and terminate and

Seller shall have the right to retain, as liquidated damages, the Deposit and all amounts paid by Purchaser for Extras which have been (i) installed by Seller, (ii) not installed, but paid for by Seller or (iii) not installed, but which have been ordered by Seller and for which Seller is obligated to pay, pursuant to the default provisions of Paragraph 22 of this Purchase Agreement. Seller shall have the right to assign this Purchase Agreement to a successor and/or designee of Seller.

26) **PROHIBITION AGAINST SIGNS ON THE UNIT** - Purchaser shall not place any sign on the Unit or Property until Seller has closed title to all of the units in the Condominium. This paragraph shall survive Closing and delivery of the deed.

27) **PROHIBITION AGAINST ADVERTISING OF THE UNIT FOR SALE** - From and after the date hereof through Closing, Purchaser shall not place an advertisement for the sale of the Unit in any newspaper or other publication or media or list the Unit with any real estate broker. Such action shall constitute a material breach of this Purchase Agreement entitling Seller to retain all monies paid on account of this Purchase Agreement as liquidated damages pursuant to the provisions of Paragraph 22 of this Purchase Agreement.

28) **BROKER** – Purchaser represents that no broker brought about this sale. Purchaser hereby indemnifies and shall hold Seller harmless from and against any claim brought by any broker for brokerage commission based upon Purchaser's acts. In the event Purchaser is represented or has consulted with an outside, Purchaser shall be responsible for all costs, expenses and commissions associated therewith and Seller shall not be responsible for any broker or co-broker commission. This Paragraph shall survive Closing and delivery of the deed.

29) **TRUST FUNDS/ESCROW PROVISIONS** - The Deposit and all other deposits or advances (collectively "Deposits") made by Purchaser prior to Closing shall initially be held in a segregated escrow account held by Escrow Agent (as hereinafter defined) pursuant to the following:

(a) The law firm of Skolnick & Ben-Ezra, PLLC, 142 Joralemon Street, Suite 5C, Brooklyn, New York 11201, telephone number (212) 719-1710, shall serve as an escrow agent ("Escrow Agent") for Seller and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories, Jonathan C. Skolnick, Esq., Seth I. Ben-Ezra and Todd Schwartz. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor its authorized signatories on the account are Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its courts for any cause of action arising out of this Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.

(c) The Escrow Agent has established the escrow account at Dime Community Bank located at 898 Veterans Memorial Highway, Suite 560, Hauppauge, New York 11788 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Skolnick & Ben-Ezra, PLLC - IOLA" ("Escrow Account"). The Escrow Account is an IOLA account pursuant to Judiciary Law § 497. 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.

(d) All monies received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments approved by Seller, and shall be made payable to or endorsed by Purchaser to the order of Skolnick & Ben-Ezra, PLLC as Escrow Agent.

(e) Pursuant to Section 497 of the Judiciary Law of the State of New York, all interest earned on the IOLA account will be paid to the State of New York. No fees of any kind may be deducted from the Escrow Account, and Seller shall bear all costs associated with the maintenance of the Escrow Account.

(f) Within five (5) business days after this Purchase Agreement has been tendered to Escrow Agent along with the Deposit, Escrow Agent shall sign this Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming that the Deposit has been deposited into the Escrow Account. The notice shall provide the account number. Any deposits made for Extras shall initially be deposited into the Escrow Account and released, as long as Seller uses the funds for such work as per Paragraph 13 of this Purchase Agreement.

(g) Escrow Agent is obligated to send notice to Purchaser once the Deposit is placed in the Escrow Account. If Purchaser does not receive notice of such Deposit within fifteen (15) business days after tender of the Deposit, Purchaser may cancel this Purchase Agreement within ninety (90) days after tender of this Purchase Agreement and the 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, New York 10005. Rescission shall not be afforded where proof satisfactory to the Office of the Attorney General of the State of New York 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 Purchaser.

(h) All Deposits, except for advances made for Extras, received in connection with this Purchase Agreement are and shall continue to be Purchaser's

money, and may not be comingled with any other money or pledged or hypothecated by Seller, as per Section 352-h of the General Business Law of the State of New York.

(i) Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Plan as defined in Section 20.1 (c) (6) of the Department of Law regulations, which defines consummation of the Plan as the filing of the Declaration of Condominium and the first transfer of title to a unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by Seller and acceptance of the amendment of the declaration of effectiveness by the Office of the Attorney General of the State of New York. Consummation of the Plan does not relieve Seller of its obligations pursuant to Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York.

(j) Escrow Agent shall release the Deposit if so directed:

(i) pursuant to terms and conditions set forth in this Purchase Agreement, upon closing of title to the Unit; or

(ii) in a subsequent writing signed by both Seller and Purchaser; or

(iii) by a final, non-appealable order or judgment of a court of competent jurisdiction.

If Escrow Agent is not directed to release the Deposit pursuant to paragraphs (i) through (iii) above, and Escrow Agent receives a request by either party to release the Deposit, then Escrow Agent must give both Purchaser and Seller 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 such thirty (30) day period, the Deposit shall be released, and Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (i) through (iii) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit with the clerk of the county where the Unit is located and shall give written notice to both parties of such Deposit. Escrow Agent shall disburse Purchaser's Deposit(s) escrowed under this Purchase Agreement within twenty (20) business days after the escrowed funds are permitted to be released in accordance with this Purchase Agreement.

Seller shall not object to the release of the Deposit to:

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

(ii) all purchasers after an amendment to the Plan abandoning the Plan is accepted for filing by the Department of Law.

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

(k) Any provision of any purchase agreement or separate agreement, whether oral or in writing, by which a purchaser purports to waive or indemnify any obligation of 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 this Purchase Agreement, the Plan, or any amendment(s) thereto.

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

(n) Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

(o) No disbursement will be made by Escrow Agent until the Deposit has actually and finally cleared Escrow Agent’s account.

(p) Escrow Agent shall only be responsible for monies actually received and cleared, and monies earned thereon, if any.

(q) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Purchase Agreement and the Escrow Regulations, as amended on November 14, 2012, promulgated by the Office of the Attorney General of the State of New York, and no implied duties or obligations shall be read into this Purchase Agreement against Escrow Agent.

(r) Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent within five (5) business days of tender of the Deposit by Purchaser.

(s) Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

(t) The following record keeping provisions shall apply:

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

(ii) Upon dissolution of a law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

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

(v) Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against any and all costs, claims, expenses, demands, causes of action, liability, judgments and damages incurred in connection with or arising out of Escrow Agent's responsibilities 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.

(w) Escrow Agent shall not be liable for Seller's failure to tender Purchaser's funds to Escrow Agent within five (5) business days, for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by Escrow Agent's willful misconduct or gross negligence.

(x) Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same.

(y) The duties of Escrow Agent shall be limited to the safekeeping of the Deposits and for disbursements of same in accordance with the written instructions described in this Purchase Agreement.

(z) This Paragraph 29 shall remain in effect unless and until the following:

(i) Written notice given by Seller 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 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; or

(ii) The resignation of Escrow Agent upon giving notice to Seller of its desire to so resign, which resignation shall take effect only upon the filing of an amendment 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, 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; or

(iii) All units offered pursuant to the Plan have been sold and all sales transactions have been consummated.

Escrow Agent shall have no responsibility to verify qualifications of any successor escrow agent.

(aa) Upon termination of the duties of Escrow Agent as described in sub-paragraph 29(z) above, Escrow Agent shall deliver any and all funds held by it in the Escrow Account and any and all contracts or documents maintained by Escrow Agent to the successor escrow agent designated in the duly filed amendment related thereto.

(bb) Upon delivery of all funds held by Escrow Agent to the successor escrow agent pursuant to sub-paragraph 29(aa) above, this Paragraph 29 shall be terminated, and Escrow Agent shall be released from all liability hereunder.

(cc) Upon Escrow Agent disbursing the Deposit in accordance with the provisions of this Paragraph 29, Escrow Agent's obligations shall terminate as regards to the Deposit, and Escrow Agent shall thereafter be released of all liability in connection with Purchaser.

(dd) In the event of a good faith disagreement about the interpretation of this Paragraph 29, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, retain the Deposit and payments in escrow and file an action and deposit any applicable funds in a court of competent jurisdiction to

resolve said disagreement. Escrow Agent shall be indemnified by Seller for any and all costs, including reasonable attorneys' fees or reasonable value of services rendered by Escrow Agent's litigation attorneys representing Escrow Agent pro se in connection with the aforesaid action. No such action shall be filed where Escrow Agent's required course of action is clearly dictated within this Paragraph 29.

(ee) Any provision of any contract or agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the regulations pertaining to escrow funds, as amended on November 14, 2012, shall prevail over any conflicting or inconsistent provision in the Plan, an amendment to the Plan or in this Purchase Agreement.

(ff) This Paragraph 29 shall be construed in accordance with and governed by the laws of the State of New York without giving affect to its conflict of law provisions.

30) **NOTICES** - Any notices, statements, certificates, requests or demands required or permitted to be given or delivered under this Purchase Agreement shall be in writing and may be sent by mail, nationally recognized overnight courier or personal delivery, addressed to Purchaser or to Seller, as the case may be, at their respective addresses shown at the beginning of this Purchase Agreement, or to such other address as Purchaser or Seller may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given:

(a) upon personal delivery actually being made, and

(d) upon receipt, notice of first refusal of delivery or when returned as undeliverable if delivered by: (i) the United States Post Office with proper postage prepaid, if sent by regular mail, registered, or certified mail return receipt requested; or (ii) nationally recognized overnight courier service.

Notwithstanding the foregoing, any notice of default must be delivered only by nationally recognized overnight courier service, personal delivery, or certified mail return receipt requested. Notice given by an attorney for a party shall be deemed effective notice as if given by such party.

31) **PURCHASER GENERAL REPRESENTATIONS -** Purchaser represents that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements, written or oral, of any nature, including, but not limited to, any of the above relating to the description or physical condition of the Building or the Unit or the Property, the size or the dimensions of the Unit or the rooms therein contained or any physical characteristics thereof, the services offered by the Condominium, the estimated Common Charges for the Unit or any other matter or estimate not set forth herein and/or in the Plan. Purchaser further represents

that Purchaser has not relied on any verbal or written representations made by Broker or any other agent of Seller. Purchaser further acknowledges having had full opportunity to examine all documents and investigate all facts referred to and stated herein and/or in the Plan. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser and that Purchaser shall not be relieved from Purchaser's obligations hereunder, by reason of any inaccuracy or error in the layout or dimensions of the Unit so long as the layout and specifications as they may be changed or amended are in accordance with the provisions of the Plan. Seller cannot guarantee a firm completion and availability date for the Unit and Purchaser agrees that Seller shall not be obligated to make, provide or compensate for any accommodations or costs to Purchaser as a result of construction or renovation delays nor shall such delays serve to cancel, amend or diminish any of Purchaser's renovation obligations hereunder.

32) **ACKNOWLEDGMENT THAT THERE ARE NO OTHER UNDERSTANDINGS -** All prior understandings and agreements are hereby superseded and merged into this Purchase Agreement, which alone contains the final and entire understanding and agreement between Seller and Purchaser. Neither Seller nor Purchaser shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this Purchase Agreement or in the Plan. Purchaser acknowledges that Purchaser is buying a unit in a condominium development which may not yet have been formed at the time this Purchase Agreement is signed, and that, except as stated in this Purchase Agreement, the Declarations, By-Laws, Exhibits, Schedules and Plan, Purchaser has not relied on any representations or other statements of any kind or nature made by Seller or anyone else except as set forth in the Plan or any amendment thereto and this Purchase Agreement, including but not limited to, the description, size or dimensions of the Unit or rooms therein, or the estimated common charges, or other expenses relative thereto.

Purchaser also acknowledges that none of Seller's representatives has the authority to modify this Purchase Agreement or to make any oral promise, agreement, or representation inconsistent or contrary to the terms of this Purchase Agreement. This Purchase Agreement may be changed only by a written document signed by both Purchaser and Seller. The invalidity or unenforceability of any particular provision of this Purchase Agreement will not affect the other provisions, and this Purchase Agreement will be interpreted in all respects as if such unenforceable provisions were omitted.

33) **RISK OF LOSS** - The risk of loss or damage to the Unit by fire or any other cause until delivery of the deed is assumed by Seller. In the event a substantial portion of the Unit or the Building shall be destroyed or damaged prior to Closing, Seller shall be entitled to cancel this Purchase Agreement by written notice to Purchaser, together with a check in the amount of the Deposit and all Extras paid by Purchaser. The parties shall thereafter be released from any further liability hereunder.

In the event Purchaser takes actual possession of the Unit prior to Closing, Purchaser shall assume the risk of any loss not covered by insurance upon production of the policy by Seller to Purchaser which provides that actions of interim lessees are not covered under the then-existing policy. If Purchaser is or becomes the occupant or tenant

of the Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees and/or family members.

If any part of the Unit is damaged or destroyed by any casualty prior to Closing, Seller shall have the option to restore the Unit to its previous condition as soon as reasonably possible. In the event Seller elects to restore the Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Seller. Seller shall notify Purchaser of Seller's decision within ten (10) business days of the date of such casualty. In the event Seller elects not to restore the Unit, then this Purchase Agreement will terminate, and Purchaser shall receive a refund of all monies paid to Seller. The parties shall thereafter be released from any further liability hereunder.

34) **DAMAGE TO PUBLIC IMPROVEMENTS, AMENITIES AND COMMON ELEMENTS** - Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Elements on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the sole cost and expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This Paragraph shall survive Closing and delivery of the deed.

35) **STRICT COMPLIANCE; WAIVER OF TRIAL BY JURY** - Any failure by Seller to insist upon strict performance by Purchaser of any of Purchaser's obligations under this Purchase Agreement shall not be deemed a waiver of such obligations, and Seller may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under this Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past.

Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Purchase Agreement or the Plan provided such waiver is not prohibited by any laws of the State of New York. Purchaser agrees to pay and shall be liable for any and all court fees, including, without limitation, Seller's reasonable attorney fees, should Purchaser bring an action against Seller in any court of proper jurisdiction (including, without limitation, small claims court) and Seller is deemed the prevailing party in such dispute or action. Purchaser hereby agrees to waive the right to file a lis pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court in Kings County, City and State of New York and all motions in any such action shall be made in Kings County, City and State of New York.

This Paragraph shall survive Closing and delivery of the Deed.

36) **LIEN OF DEPOSIT** - All sums paid on account of this Purchase Agreement are hereby made liens upon the Unit, but such liens shall not continue after default by Purchaser under this Purchase Agreement.

37) **MISCELLANEOUS -**

(a) The start of any activity by Seller in connection with the Unit is not to be deemed a waiver of any of Seller's rights under this Purchase Agreement.

(b) The personal property referred to in this Purchase Agreement shall be deemed conveyed by the deed, and no part of the Purchase Price shall be deemed allocated to such personal property.

(c) The attorneys representing Seller, or any lender represent such parties only and not Purchaser. Purchaser may retain independent counsel, at Purchaser's sole cost and expense, in order to protect Purchaser's interest.

(d) Seller's employees, agents and representatives are not authorized to make any representations regarding economic benefits to be derived from the transaction contemplated by this Purchase Agreement. Purchaser is advised that economic benefits to be derived from the transaction contemplated by this Purchase Agreement may vary with individual circumstances and/or market conditions, and Purchaser should rely only upon Purchaser's attorney, accountant, and/or other counsel if guidance in such matters is desired.

(e) Purchaser acknowledges that Seller has the right to lower and/or increase the price paid for a similar unit and/or change the terms applicable to similar units. As a result, Purchaser may pay more or less and may receive better or worse terms than another purchaser for a similar unit.

(f) The delivery of the deed for the Unit to Purchaser or Purchaser's representative at Closing shall be deemed to mean that all things required to be done by Seller under this Purchase Agreement have been done and that Purchaser shall not claim otherwise except as to those things, if any, which are specifically stated in this Purchase Agreement or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing and delivery of the deed. Notwithstanding the foregoing, the Sponsor shall comply with each and all of its obligations under the Offering Plan and applicable law, including without limitation, Article 23-A of the General Business Law.

(g) The paragraph headings set forth in this Purchase Agreement are inserted solely for convenience of reference and in no way deemed to affect, amend, define, describe or limit the scope or intent of the provisions set forth in this Purchase Agreement.

(h) No provision of this Purchase Agreement may be changed, waived, discharged, or terminated orally, by telephone, or by any other means, except an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought and then only to the extent set forth in such instrument.

(i) Any singular word or term herein shall also be read as in the plural whenever the sense of this Purchase Agreement may require it. The use of the masculine gender shall be deemed to refer to the feminine gender, or neuter, whenever the context so requires.

(j) All capitalized terms shall be given the definition contained in Part I of the Plan unless otherwise defined in this Purchase Agreement.

(k) If two (2) or more persons are named as Purchaser in this Purchase Agreement, (i) each person shall be jointly and severally liable for payment, observance, and performance of all obligations under this Purchase Agreement; and (ii) anyone of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Unit and/or this Purchase Agreement. The act, assent, election, or approval by one shall conclusively constitute the act, assent, election, and approval by all.

(l) The provisions of this Purchase 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 Seller and its successors and assigns.

(m) This Purchase Agreement shall not be binding or effective until fully executed and delivered by Seller and Purchaser.

(n) Seller represents that its Federal Employer Identification Number is __; and Purchaser represents that his/her/their social security number(s) is _____ and _____.

(o) Purchaser shall execute the Tender of Escrow form attached hereto, as set forth in Schedule "D-1" upon execution of this Purchase Agreement and shall execute the Release Form attached hereto as Schedule "D-2".

(p) In the event any portion of this Purchase Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Purchase Agreement and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Purchase Agreement.

(q) This Purchase Agreement and any schedules, riders, addenda and amendments hereto may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall be

deemed to constitute one and the same agreement. Electronic (i.e., portable document format (.pdf), email and facsimile) signatures shall be deemed originals for purposes of this Purchase Agreement.

(r) The parties agree that this Purchase Agreement shall be governed by and construed in accordance with the laws of the State of New York.

38) **SMOKING POLICY** – Purchaser acknowledges having received a copy of the Condominium's Smoking Policy a copy of which is contained in the Rules and Regulations in Article VIII, Section 2 of the Condominium By-Laws, and the Rider to this Purchase Agreement as Schedule D-5.

39) **LEAD PAINT** – By signing below, Purchaser affirms that they have read this Purchase Agreement and fully understand the terms. Purchaser also understands that the Lead Paint Rider attached hereto as Schedule D-6 is to be executed by the undersigned.

40) **"AS IS" SALE WITH NO EXPRESS OR IMPLIED WARRANTIES – PURCHASER UNDERSTANDS, EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE RESIDENTIAL UNIT AND APPURTENANT COMMON ELEMENTS ARE BEING SOLD AND CONVEYED IN THEIR RESPECTIVE "AS IS" CONDITIONS AS OF THE DATE OF CLOSING. THE HOUSING MERCHANT IMPLIED WARRANTY, AS DEFINED IN ARTICLE 36-B OF THE NEW YORK GENERAL BUSINESS LAW DOES NOT APPLY TO THIS TRANSACTION AND THE RESIDENTIAL UNITS ARE NOT "NEW HOMES" UNDER THE LAW BECAUSE THE CONDOMINIUM BUILDING HAS BEEN PREVIOUSLY OCCUPIED AS A FOUR- (4) FAMILY RESIDENTIAL DWELLING AND NO MATERIAL RENOVATIONS ARE TAKING PLACE (I.E., SELLER WILL PERFORM ONLY MINOR COSMETIC WORK, IF ANY, AT ITS SOLE DISCRETION). SELLER EXPRESSLY AND UNEQUIVOCALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS PURCHASE AGREEMENT AND THE SALE OF THE RESIDENTIAL UNIT.**

PURCHASER WILL INSPECT THE PURCHASER'S RESIDENTIAL UNIT WITH A REPRESENTATIVE OF THE SPONSOR DURING NORMAL BUSINESS HOURS THREE (3) DAYS PRIOR TO THE CLOSING DATE AND WILL SIGN AND DELIVER TO SPONSOR ON OR BEFORE THE CLOSING DATE A PRE-TITLE INSPECTION STATEMENT SUPPLIED BY SPONSOR, ACKNOWLEDGING THE "AS IS" CONDITION IN WHICH PURCHASER IS RECEIVING AND SHALL TAKE TITLE TO PURCHASER'S RESIDENTIAL UNIT. IN THE EVENT THE PURCHASER HAS ORDERED EXTRAS THAT HAVE NOT BEEN INSTALLED OR OTHERWISE COMPLETED AS OF THE PURCHASER'S CLOSING DATE, SPONSOR WILL COMPLETE ANY OPEN EXTRAS ITEMS WITHIN SIX (6) MONTHS AFTER CLOSING, WEATHER AND CIRCUMSTANCES PERMITTING. SPONSOR SHALL HAVE NO OBLIGATION TO PERFORM ANY POST-CLOSING WORK OTHER THAN WORK TO INSTALL OR COMPLETE SUCH EXTRAS, AND ONLY TO THE EXTENT EXPRESSLY PROVIDED FOR IN THE PURCHASER'S PRE-TITLE INSPECTION STATEMENT.

AS DISCLOSED IN THE OFFERING PLAN, THE BUILDING WAS INITIALLY CONSTRUCTED IN OR ABOUT 1900 AND, ALTHOUGH THE BUILDING'S CERTIFICATE OF OCCUPANCY IS NOT AVAILABLE FOR VIEWING ON THE NEW YORK CITY BUILDING DEPARTMENT'S BUILDING INFORMATION SYSTEM, THE BUILDING'S CERTIFICATION AS A LEGAL FOUR- (4) FAMILY DWELLING IS SUBSTANTIATED BY THE HISTORIC ICARD FOR THE BUILDING MAINTAINED ON THE HPD ONLINE SYSTEM AT REGISTRATION NO. 360484. AS FURTHER DISCLOSED IN THE OFFERING PLAN, A PRIOR OWNER NOT AFFILIATED WITH THE SELLER FILED AN ALTERATION-2 PERMIT AT JOB NO. 310141129 TO PERFORM CERTAIN GENERAL CONSTRUCTION, STRUCTURAL, MECHANICAL, PLUMBING AND OTHER WORK TO THE BUILDING ON OR ABOUT MAY 5, 2008, AND THE PERMIT WAS NOT SIGNED OFF BY THE BUILDING DEPARTMENT. SELLER WILL NOT BE CLOSING THE PERMIT OPENED BY ANY PRIOR OWNER AND PURCHASER SHALL TAKE TITLE TO THE RESIDENTIAL UNIT AND APPURTENANT COMMON ELEMENTS SUBJECT TO EXISTING OCCUPANCY CERTIFICATIONS AND SUBJECT TO THE EXISTENCE OF THE OPEN PERMIT APPLICATION AT JOB NO. 310141129 AND ANY OTHER PERMIT, UNLESS OPENED BY SELLER. SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING WHAT, IF ANY, WORK AND/OR COSTS MAY BE ASSOCIATED WITH CLOSING ANY OPEN PERMIT(S).

THIS IS AN "AS IS, WHERE IS" SALE AND SELLER MAKES NO HOUSING MERCHANT IMPLIED WARRANTY OR ANY OTHER WARRANTY IN CONNECTION HEREWITH, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS PURCHASE AGREEMENT OR SELLER'S SALE AND PURCHASER'S PURCHASE OF THE RESIDENTIAL UNIT. PRIOR TO PURCHASER'S EXECUTION OF THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES THAT SELLER HAS SUPPLIED TO PURCHASER THE OFFERING PLAN FOR EXAMINATION AND THAT PURCHASER FULLY READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS "AS IS" SALE.

FOR THE AVOIDANCE OF DOUBT, SPONSOR WILL NOT WARRANT THE MATERIALS OR WORKMANSHIP OF THE RESIDENTIAL UNIT OR ANY COMMON ELEMENTS OF THE CONDOMINIUM, WHETHER PURSUANT TO THE HOUSING MERCHANT IMPLIED WARRANTY LAW OR OTHERWISE, AND THE RESIDENTIAL UNIT IS BEING SOLD AND PURCHASED IN ITS "AS IS" CONDITION AS OF THE DATE OF CLOSING.

41) **NOTICES TO PURCHASER - YOU, AS PURCHASER OF THE UNIT, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.**

WHEN SIGNED BY SELLER AND PURCHASER, THIS PURCHASE AGREEMENT WILL BECOME A LEGALLY BINDING AGREEMENT. PURCHASER SHOULD READ AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. IF PURCHASER DOES NOT UNDERSTAND ANY PROVISION, PURCHASER SHOULD SEEK LEGAL ADVICE.

PURCHASER MUST BE GIVEN A COPY OF THE PLAN PRIOR TO THE SIGNING OF THIS PURCHASE AGREEMENT. BY SIGNING THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES RECEIPT OF THE PLAN AND THAT PURCHASER HAS HAD AN OPPORTUNITY TO READ THE PLAN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SIGNING THIS PURCHASE AGREEMENT.

[*SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date first above written.

SELLER:

82 STERLING, LLC

By:_____
Name:
Title:

Agreed to as to Paragraph 29
by Escrow Agent:

SKOLNICK & BEN-EZRA, PLLC

By: _____

_____
Print Name and Title

PURCHASER(S):

_____

_____

SCHEDULE D-1

TENDER OF ESCROW FORM

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit _____ at 82 Sterling Place Condominium, located at 82 Sterling Place, Brooklyn, New York 11217.

Purchaser(s) named below has/have tendered on_____, 20__, the above escrow deposit to Sponsor/Selling Agent as a deposit for the above Unit.

Purchaser(s) _____
_____

Address of Purchaser(s) _____
_____

Phone number of Purchaser(s):

Home: _____
Business: _____

Social Security Number(s) or
Tax Identification Number(s)
of Purchaser(s) _____
_____

By: _____
Purchaser

By: _____
Purchaser

RECEIPT

The SPONSOR/SELLING AGENT of the above-named property hereby acknowledges receipt of the above escrow deposit.

By: _____
_____
Title or Position

Date of Receipt: _____

SCHEDULE D-2

FORM TO RELEASE ESCROW FUNDS

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Re: **82 Sterling Place Condominium**
Purchaser:
Residential Unit No.:

Dear Sirs:

You have been holding in a trust account my/our Deposit for the captioned Residential Unit (if applicable) in the amount of $_____. I/we acknowledge that a Closing has taken place on this date. Accordingly, the law firm of Skolnick & Ben-Ezra, PLLC is authorized to release the funds being held in said amount to whomever the Sponsor so designates. In addition, the law firm of Skolnick & Ben-Ezra, PLLC, as Escrow Agent on said account, is hereby released from any and all liability or further obligation to us with respect to said Deposit.

Very truly yours,

_____
Purchaser

_____
Purchaser

_____
Sponsor's representative

SCHEDULE D-3

WAIVER OF NOTICE OF CLOSING

WAIVER OF NOTICE OF CLOSING

STATE OF NEW YORK)
: ss.:
COUNTY OF)

_____, being duly sworn, does hereby depose and state:

1. I am the Purchaser of Unit # _____ at 82 Sterling Place Condominium.

2. Pursuant to a Purchase Agreement dated_____, 20___, I am entitled to thirty (30) days' written notice of the Closing for my Unit.

3. I hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on _____, 20___.

_____
Purchaser

Sworn to before me this __ day
of _____ 20___.

_____
Notary Public

SCHEDULE D-4

EXPRESS ASSUMPTION OF RISK

EXPRESS ASSUMPTION OF RISK

I/We _____ understand that by entering onto a construction site there are extraordinary risks of grave bodily injury and/or death. In consideration for being allowed to enter upon the premises herein, I expressly assume all risks associated with the construction site, including but not limited to:

1. Falling debris;
2. Falls associated with excavations, uncleared ice and/or snow incomplete sidewalks and roads and downed trees and/or bushes;
3. Injuries associated with incomplete construction;
4. Injuries associated with operating machinery;
5. Injuries associated with incomplete or no railings; and
6. Injuries associated with incomplete and/or insufficient lighting.

I/We _____ further agree to fully indemnify and hold harmless 82 Sterling Place, LLC, its members, managers, officers, directors, principals, shareholders, successors and assigns for any and all damage to any personal property.

_____

_____

SCHEDULE D-5

SMOKING POLICY RIDER

PURCHASE AGREEMENT SMOKING POLICY RIDER

The Smoke-Free Air Act New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages, and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505. Effective as of August 28, 2018, Local Law 147 of the City of New York became effective. Local Law 147 amends the Administrative Code of the City of New York ("NYC Administrative Code") to require that all class A multiple dwellings (i.e., buildings with 3 or more residential dwelling units) adopt a written smoking policy (the "Smoking Policy"). Pursuant to the requirements of Local Law 147 of the City of New York the following constitutes the Smoking Policy applicable to the Condominium and to all Unit Owners, residents, tenants, guests, licensees, employees and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium:

(a) Definitions:

(i) Smoking: Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designated for people to use to inhale smoke.

(ii) Electronic Cigarette (E-Cigarette): A battery-operated device that heats a liquid, gel, herb or other substance and produces a vapor for people to inhale.

(b) Policy:

(i) All types of Smoking and use of Electronic Cigarettes as defined above are prohibited from all general common areas of the Condominium, including but not limited to any lobby, hallway, stairwell, mailroom, fitness room or other recreational facility, meeting room, laundry room, storage area, mechanical room, equipment room, cellar, basement, elevator, garage, rooftop, play areas, parking areas, shared balconies, shared courtyards, shared patios, shared porches, shared yards and/or any outdoor common area within 15 feet of entrances, exits, windows, and air intake units on property grounds.

(ii) All types of Smoking and Electronic Cigarette use are prohibited from any stairs, storage area, balcony and/or terrace, or any other space designated as an Individual Residential Unit's Limited Common Element appurtenant to the Residential Unit.

(iii) All legal Smoking and use of Electronic Cigarettes is permitted within the interior area of a Residential Unit.

(iv) The Smoking Policy shall be applicable to all Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Condominium.

(v) Any Residential Unit Owner who leases their Residential Unit shall incorporate the provisions of the Smoking Policy into the lease with the Residential Unit Owner's tenant.

(c) Complaints:

Complaints about smoke drifting into a Residential Unit or common area should be made promptly to the Managing Agent. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

The Smoking Policy shall be applicable to all Residential Unit Owners, residents, tenants, guests, licensees, employees and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium. Pursuant to the requirements of Local Law 147 all tenants in the Building are required to receive a copy of the Building's Smoking Policy and the Smoking Policy must be incorporated into all leases or interim leases.

The provisions of Local Law 147 of the City of New York shall take precedent in the event of any conflict with the Smoking Policy contained herein.

SELLER

82 STERLING PLACE, LLC

By: _____

PURCHASER

_____

SCHEDULE D-6

LEAD PAINT RIDER

RIDER TO PURCHASE AGREEMENT

The U.S. Environmental Protection Agency ("EPA") and the Department of Housing and Urban Development have promulgated Federal regulations under 24 CFR Part 35 and 40 CFR Part 745 ("Regulations") pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992 regarding the disclosure of lead-based paint and/or lead-based paint hazards to prospective purchasers of Unsold Units. In accordance with the provisions of the Regulations, there is attached to this Rider a "Lead Warning Statement" and "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" to be signed by Seller, Purchaser and Agent, as applicable, simultaneously with the Purchase Agreement to which this Rider is attached. The Regulations do not require any testing or removal of lead-based paint by sellers.

This Agreement is contingent upon a risk assessment or inspection of the Property ("Inspection") for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense. Intact lead-based paint that is in good condition is not necessarily a hazard. Such Inspection shall be performed within ten (10) calendar days after a countersigned Purchase Agreement has been returned to Purchaser or Purchaser's attorney on the following terms and conditions:

(a) Purchaser and Purchaser's consultant, if any ("Consultant"), will be given reasonable access to the Unit and the public areas of the Buildings.

(b) The Inspection shall be held at a mutually convenient time and date.

(c) The Inspection shall be performed in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Unit or the Buildings.

(d) Purchaser hereby indemnifies and holds Seller harmless from and agrees to be liable for any damages to the Unit or the Buildings, injuries and all claims and lawsuits caused by the Purchaser or the Consultant during or from the Inspection.

(e) Purchaser or the Consultant will not probe, penetrate, or disturb any painted or covered surface during the Inspection without Seller's prior approval.

This Inspection contingency will terminate at the end of such ten-day period without further notification by Seller unless the Purchaser (or Purchaser's agent) delivers to Seller or Seller's agent a proposed Purchase Agreement Addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report (the "Report). The Seller may, at the Seller's sole option, within five (5) business days after delivery of the Addendum and Report, elect in writing whether to correct the condition(s) prior to Closing. If the Seller will correct the condition, the Seller shall furnish the Purchaser with a certification from the Consultant or from the Seller's risk

assessor or inspector, confirming that the condition has been remedied before the Closing date, as such date may be extended or adjourned, as provided in the Purchase Agreement. If the Seller does not elect to make the repairs or if, within three (3) days, Seller does not make a counteroffer to remove this contingency and sell the Unit in "as is" condition, then this Purchase Agreement shall become void, and the Contract Deposit will be refunded to Purchaser. The Purchaser may remove this contingency at any time without cause.

PURCHASER AGREES THAT IT IS PURCHASING THE UNIT "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE UNIT AND THE BUILDINGS, EXCEPT AS MAY BE OTHERWISE PROVIDED IN THE PLAN. PURCHASER FURTHER AGREES THAT SELLER HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT OR OTHER SOURCES OF LEAD ON OR ABOUT THE UNIT AND THE BUILDINGS.

_____
, Purchaser

_____
, Purchaser

SELLER:

By: _____
Name:
Title:

SCHEDULE E

POWER OF ATTORNEY

POWER OF ATTORNEY

I/(We) _____, the owner of Residential Unit No. ____ in the condominium known as 82 Sterling Place Condominium (the "Condominium") covering that certain real property located in the Borough of Kings and Kings County, City and State of New York, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers (the "Board of Managers") of the Condominium and the Sponsor and their successors and/or assigns, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf, to take the following actions:

1. To the Board of Managers, the right to acquire or lease any Residential Unit, together with its Common Interest whose Residential Unit Owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired, or to sublease any Residential Unit so leased, without the necessity of further authorization by the Residential Unit Owners, on such terms as the attorneys-in-fact may determine.

2. To the Board of Managers, the right to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Residential Units, including retaining counsel and taking any other action which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board or Managers deems necessary or appropriate.

3. To the Sponsor, the right to amend the Condominium Declaration and to effectuate the rights granted to Sponsor and Residential Unit Owners under the Declaration as set forth in this Article Fourteenth of the Declaration.

4. To the Board of Managers, the right to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Residential

Unit, including, but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium.

5. To the Board of Managers, the Declarant, and their successors, designees and/or assigns, to amend the Declaration and the By-Laws for the purposes set forth in Article Tenth, Section 2e of the Declaration and Article X, Sections (c) and (e) of the By-Laws for the purposes set forth therein.

6. To the Board of Managers and the Sponsor, the right to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including, but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, I/(we) have set my/(our) hand(s) and seal this ___ day of _____, 20__.

_____

_____

STATE OF NEW YORK)
:ss.:
COUNTY OF)

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 person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
:ss.:
COUNTY OF)

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 person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE F

FORM OF DEED

DEED

THIS INDENTURE made the ___ day of _____ , 20_____ between 82 STERLING PLACE, LLC, a New York limited liability company authorized to do business in the State of New York, having an address at 190 5th Avenue, Brooklyn, New York 11217, "Party of the First Part", and _____, residing at _____, "Party of the Second Part";

W I T N E S S E T H:

That the Party of the First Part, in consideration of Ten ($10.00) Dollars, lawful money of the United States, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs, successors and/or assigns of the Party of the Second part forever,

All that certain piece or parcel of real property, with the improvements therein contained, situate and being a Condominium Residential Unit (the "Residential Unit") in Kings County, City and State of New York, known as Residential Unit No. _____ in the Condominium known as 82 Sterling Place Condominium, 82 Sterling Place, Brooklyn, New York 11217, said Residential Unit, designated and described as Residential Unit No._____ in the Declaration establishing a plan for Condominium Ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated and recorded in the Office of the City Register, Kings County (the "Register's Office") on _____in Reel _____page ___ and also designated as Tax Lot _____ in Block ___ of Kings County on the Tax Map of the Real Property Assessment Department of the City of New York, and on the Floor Plan of said building certified by _____on _____and filed with the Real Property Assessment Department of the City of New York on _____as Condominium Plan No. _____, and also filed in the Register's Office on _____ as Condominium Plan No. _____, Map No. _____.

TOGETHER with an undivided _____% Percentage of Common Interest in the Common Elements.

The premises within which the Residential Unit is located is more particularly bounded and described as follows:

(PROPERTY DESCRIPTION)

BEING AND INTENDED TO BE part of the same premises conveyed to the Party of the First Part by deed made by _____, dated _____, and recorded in the Office of the City Register of the City of New York, New York County on _____ as CRFN _____.

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, regulations, and easements all as set forth in the documents with respect to the Condominium filed and recorded as aforesaid.

SUBJECT TO: The provisions of the Declaration, By-Laws, site plan and floor plans of the Condominium, as the same may be further amended from time to time by instruments recorded or filed in the Office of the City Register of the City of New York which provisions, together with any amendments thereto, shall bind any person having at any time any interest or estate in the Residential Unit as though such provisions were recited at length herein.

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs, successors and/or assigns of the Party of the Second Part forever.

AND the party of the First Part covenants that the party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for purpose of paying the cost of the improvement before using any part of the total of the same for any other purposes.

The use for which the Residential Unit is intended is that of a one family residence, subject to the applicable governmental regulations and zoning requirements, and the restrictions contained in the Declaration, By-laws and Rules and Regulations of the Condominium.

SUBJECT TO: covenants, restrictions, reservations, waivers, agreements, and easements of record.

This conveyance is made in the regular course of business actually conducted by the Party of the First Part.

The word “Party” shall be construed as if it read “Parties” whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed, the day and year first above written.

82 STERLING PLACE, LLC

By:_____
, duly authorized agent

STATE OF NEW YORK)
) ss.:
COUNTY OF)

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 person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE G

DESCRIPTION OF PROPERTY (SPECIFICATIONS AND BUILDING CONDITION)

CONDOMINIUM REPORT
82 Sterling Place Condominium
Address: 82 Sterling Place, Brooklyn, NY 11217
File No. CD26-0138

Block:	945	Lot:	13
Zone:	R6B		
Map:	16C		
Year Built:	1900 (approx.)		

The existing building on the lot is a 4-story, 4-family dwelling. A Certificate of Occupancy is not found on the NYC Department of Buildings (DOB) BIS (Building Information System). The legality of the 4-story, 4-family building is substantiated by Housing Preservation and Development (HPD) record with a historic I-card. In 2008, an Alteration 2 application job no. 310141129 was filed by Just Architecture P.C., which was engaged by a prior owner not affiliated with sponsor, and approved by the DOB. The Scope of Work under the application is "General construction, structural, mechanical and plumbing work at cellar 1, 2, 3, 4 floors and construct steel and concrete open porch at rear yard indicated on drawings filed herewith. No change in use egress or occupancy under this application". The Work under the application does not require a new Certificate of Occupancy (CofO). Construction is substantially complete. On 6/17/26, the Sponsor hired Michael Just of Just Architecture who will proceed to reinstate and sign off the application. Sign-off of the application is anticipated in approx. October, 2026.

Certificate of Occupancy:	Not available
HPD Documentation:	Registration No. 360484 (I-card, 4-dwellings)
Construction Classification:	3: non-fireproof structures
Occupancy Classification:	Residential (old code) J-2 Occupancy
Status of Construction:	Sustainably complete

THE LIABILITY OF THE UNDERSIGNED IS STRICTLY LIMITED TO COMPLIANCE WITH THE PROVISION OF ARTICLE 23A OF THE GERNEAL BUSINESS LAW AND THE REGULATIONS OF THE DEPARTMENT OF LAW PURSUANT THERETO.
NO OBLIGATION OR LIABILTY IS ASSUMED FOR DEFECTS, ERRORS, VARIATIONS OR CHANGES MADE IN THE CONSTRUCTION OF THE BUILDING. MY PARTICIPATION IN THIS PROJECT IS LIMITED TO THE PREPERATION OF THIS REPORT AND PREPARATION OF THE CONDOMINIUM PLANS.

I HAVE NO CONTROL WHETHER OR NOT THE FINISHES, MATERIALS, OR EQUIPMENT MENTIONED IN THIS REPORT ARE INSTALLED EXCEPT AS DESCRIBED. IT IS SUGGESTED THAT EACH PURCHASER MAKE HIS/HER INPSECTION PRIOR TO CLOSING. I AM NOT ENGAGED IN THE SUPERVISION OF THE CONSTRUCTION OF THIS PROJECT AND NO CONSTRUCTION IS ANTICIPATED.

Prepared By:

Paul Christakos, R.A. for
PAUL CHRISTAKOS ARCHITECTURE PLLC
Date: July 1, 2026

§ 20.7(a) Location and use of Property.

The building site is located at the address currently known as 82 Sterling Place, Brooklyn, NY 11217, which is on the southwesterly side of Sterling Place;
Beginning at a point on the southwesterly side of Sterling Place, distance 104 feet 7 inches southeasterly from the southerly corner of 6 Avenue and Sterling Place;
Running thence southwesterly 100 feet;
Thence southeasterly 20 feet;
Thence northeasterly 100 feet;
And thence northwesterly 20 feet to the point or place of Beginning.

The lot lies within a Residential Zoning District R6B, recorded on Zoning Map 16C of the New York City Zoning Resolution. As per Section 22-12, Use Group 2 – Residential use is permitted as-of-right within the zoning district.

R6B districts are often traditional row house districts, which preserve the scale and harmonious streetscape of neighborhoods of four-story (basement, 1st, 2nd, 3rd) attached buildings developed during the 19th century. Many of these houses are set back from the street with stoops and small front yards that are typical of Brooklyn's "brownstone" neighborhoods.

On January 6, 2021, the premises was included within the Park Slope Historic Preservation District (Extension II) by the NYC Landmark Preservation Commission (LPC). Future alterations require LPC approval as well as DOB approval.

The use of the property is a 4-unit, residential multi-family dwelling. The building is 4-stories + cellar. The floors listed as follows:

- Cellar
- 1st floor
- 2nd floor
- 3rd floor
- 4th floor

There is one common stair within the building that extends from the cellar to the 4th floor. The roof is accessed via a ladder on the 4th floor leading up to a roof hatch. A 2-hour fire-rating is required for the stair enclosure however, the fire rating is not able to be determined.
The fire-rating is unable to be determined. There is one fire escape on the rear façade of the building. The fire escape may be used as a secondary means of egress in the event of an emergency. The fire escape shall remain unobstructed and unimpeded. Furthermore, it shall be unlawful to remove the fire escape serving as a means of egress. The fire escape is for emergency egress only and shall remain unobstructed at all times. The fire escape is not intended to be used recreationally by the building occupants.

DOB Application no. 310141129 was approved by DOB on 6/19/2008. The application is an Alteration 2 which revised the interior layouts of every floor including plumbing and mechanical work. There were no Zoning Variances or equivalent Waivers required for this alteration. A new CofO is not required since the application did not alter the building's existing use, occupancy, or egress.

Quality Housing Zoning Regulations have been applied as per Article II: Chapter 8 of the NYC Zoning Resolution as follows:
Refuse storage: area is allocated within the front yard for trash bins.
Laundry Facilities: each unit is provided with washer/dryer located within the unit.
Daylight in corridors: NA
Density per Corridor: NA
Mandatory Recreation Space: NA (less than 9 dwelling units)
Planting: NA
Required Parking: NA
Street Tree Planting – there are no street trees in front of the premises. The alteration does not require mandatory street tree planting.
Windows – All Windows are double glazed.

§ 20.7(b) Status of Construction

(1) Year Built: The building was originally building in approximately 1900. Alteration 2 job no. 310141129 was approved by DOB on 6/19/2008. The work permit was issued on 7/8/2008. The Work approved under this application appears substantially complete. The Work was completed prior to the work permit expiration or the work permit on 4/20/19. At the time of writing of this report, the permit is expired and the application is not signed off. Just Architecture shall proceed reinstatement and sing-off of the application.

(2) Class of Construction: The building construction class is 3: non-fireproof structure classification as per the 1938 NYC Building code. This building classification requires load-bearing wall to be 2-hour fire rated, stairways and shaft ways require a 2-hour fire rating.

(3) The building width is 20' wide by approx. 58'-6" in length.
The building height is 4-stories (Cellar, 1st, 2nd, 3rd, 4th). The building height is approx. 47' feet as measured from grade to the roof.

(4) Alteration 2 job no. 310141129 has not been signed off. The Applicant of Record (AOR) has not conducted the Directive 14, Final inspection. Additionally, the technical reports for Fire-stops, Ventilation System Engineer/Installer, Structural Stability, and Equipment Use Permits have not been certified as required for sign-off.

§ 20.7(c) Site.

(1) The building site is on Block 945, Lot 13 as follows:
Beginning at a point on the southwesterly side of Sterling Place, distance 104 feet 7 inches southeasterly from the southerly corner of 6 Avenue and Sterling Place;
Running thence southwesterly 100 feet;
Thence southeasterly 20 feet;
Thence northeasterly 100 feet;
And thence northwesterly 20 feet to the point or place of Beginning.
The tax lot area is 2,000 sf.

There is one building on tax lot 13.

For the purposes of the NYC Department of Buildings, the building is classified as a Class "A" Multiple Dwelling, J2 Occupancy Group. The building has four (4) stories which include 1st, 2nd, 3rd, 4th floors. The building has a cellar.

The building is be a 4-story, walk-up building. There is no elevator in the building.

The façade of the building faces Sterling Place, a northwesterly bound one-way street 60'-0" wide. The street is public and owned by the City of New York.

(2) The *Cellar* floor contains an accessory space that is portion of Unit no. 1., boiler and water heater room, and utilities (gas meters, electric meters, water meter, house trap). The cellar can be accessed directly from Sterling place via an exterior concrete stair. The cellar has direct access to the rear yard via an exterior metal stair.
The cellar ceiling height is approx. 7'-0".

The first floor contains the Common Entrance Lobby and a Unit No.1. The ceiling height is approx. = 8'-9".

The second floor contains the exit stair and Unit No. 2. The ceiling height is approx. 8'-2"

The third floor contains the exit stair and Unit No. 3. The ceiling height is approx. 8'-7".

The fourth floor contains the exit stair and Unit No. 4. The ceiling height is approx. 8'-7".

The Roof contains the ac condensers and is access via a roof hatch.

Throughout the building, mechanical duct soffits, transfer beam boxing, beam boxing and or other soffits do occur where which lower the listed ceiling heights in areas of the building.

TOTAL: There are four (4) residential total units.

(3) The street is public and are owned by the City of New York.
Paving: The Roadway is typical of New York City, paved primarily with asphalt.
Curbing: the existing stone curb contains cracks and minor uneven settlement.
Drainage: The roadway is crowned and pitched to catch basins located at both sides of the street.
Street Lighting: Street lighting is provided by the City of New York, and consists of vertical stanchions.

(4) Drives, sidewalks, Ramps
Sidewalk:
The existing concrete sidewalk contains minor cracks and uneven settlement.

Driveway/Parking:
There is no parking required for this alteration as per NYC Zoning Resolution.

Ramps: NA

These items are in substantial compliance with applicable fire district and municipal building codes.

§ 20.7(d) Utilities.

Electric
Electric service is provided in the building by Con Edison. Each unit is metered individually and has an electrical panel. The cost of this service shall be paid by each respective unit owner. Residential common area electricity is metered through common meter and the fee for this service are included in the common charges.
All meters are located in the meter room on the Cellar. Each apartment contains a circuit breaker panel box within the apartment and all service are be fed from the box.

Gas
Natural gas is provided in the building by National Grid. Gas is used for space heating, cooking, water heating and clothes drying. There are four (4) gas meters in total (1 meter per Unit).

Water
The building is provided by a 1-inch domestic water service by the New York City Municipal Water System. One meter is provided for water for residential use. The cost of residential water service shall be included in the common charges.

Sewer
A combined Sanitary and Storm Sewer is connected to the New York City Municipal Waste Water System. The sewer is not metered.

Telephone
The building is wired for telecommunication service provided by Verizon Fios. The telecommunication wiring is exposed.

§ 20.7(e) Sub-soil conditions.

The project is located in a FEMA non-flood hazard Zone X. The topography is level and drainage conditions are all satisfactory to the standards of the NYC Building Dept.
(1) The building's foundation walls are rubblestone. The exposed portions of the foundation wall appear to be free of large cracks, uneven settlement and joint decay. However, the majority of the walls are furred and not able to be observed. The type and size of the footing is not able to be determined.
(2) It is unable to be determined if foundation damp-proofing was installed.
(3) There is no visible damage from high water table, mud-slides, erosion, moisture, seepage or ground water infiltration evident from the visible portions of the foundation.
There is no visible evidence of environmental site issues on the premises.

§ 20.7(f) Landscaping and enclosures.

(1) Grass cover: NA
(2) Planting type: NA
(3) Trees: NA

(4) Fencing: a 6 ft high chain link fence is provided around the perimeter of the rear yard. There is a metal fence located in front of the building approx. 4'-6" beyond the front property line onto the public R.O.W. This degree of non-compliance may not be increased.
(5) Gates: There is an existing metal gate to remain in front of the building. The gate is approximately 4'-6" beyond the property line onto the public ROW (right of way). The degree of non-compliance may not be increased. The metal gate is painted black.
(6) Garden walls: the rear yard contains a metal grape trellis framed with galvanized metal tubes. The tubes are painted black. The rear yard contains a raised garden approx. 1'-6" high. The perimeter wall of the garden is made of brick masonry.
(7) Retaining walls: There is a retaining wall around the perimeter of the rear yard cellar areaway. The retaining wall is constructed of 8" CMU (concrete masonry units). The cores ae filled with concrete. The approx. height of the wall is 3'-0".
(8) Display pools and fountains: NA

§ 20.7(g) Building Size.

(1) The total zoning floor area of the building is approx. 4,860 sf (1,170 gfa per floor)
(2) The total gross area of the building is approx. 6,030 sf as per which includes the cellar. The building height to the roof is approximately 47'-0" above grade curb level.
(2) There is one crawl space in the rear yard under the metal deck. The height within the crawl space is approx. 30".
(3) There is a cellar.
(4) The building has 4 stories (1st, 2nd,3rd, 4th).
(5) The building's main entry is located on the 1st floor. Utilities are located in the cellar and are accessed by the common stair and directly from the front of the building. The utilities are located in the cellar. The open utility area contains the electric meters, gas meters, water meter, house trap and a service sink. The Boiler room contains the boilers and water heaters.

(6) Parapets are provided at the roof perimeter. The side parapets are approx. 12" high and the front parapet approx. 24" high.

§ 20.7(h) Structural system.

The buildings foundation walls are rubblestone as. The exposed portions of the foundation walls, which are located in the Boiler Room and Utility Room, were found to be free of extensive cracking or uneven settling. The foundation walls in the remaining portions of the building are furred with gypsum wall-board on the interior side. As per the approved plans, the foundations walls show furred with 2-1/2" metal studs spaced 16" on-center. The stud cavities show batt insulation with 5/8" gypsum board anchored to the studs. However, the stud type and spacing, as well as the insulation was not observable. The visible portions of the foundation did not contain waterproofing. It is unknown if the furred portions of the foundation contain waterproofing. The footing type is unable to be determined. The concrete cellar slab is exposed in the Boiler Room and Utility Room. The slab in these areas is in acceptable condition and does not require repair. The thickness of the slab, reinforcement, and waterproofing are not able to be verified.
Masonry walls bear on the foundation walls. The east lot line wall is a party wall. The wall on the west side is an independent masonry wall with cement stucco on the exterior. The foundation walls are furred with metal studs spaced one layer of gypsum wall board on the exterior. The existing wood floor joists bear on masonry lot line walls. The existing stair was not modified under the alteration application.

The front wall of the building is masonry construction clad with brownstone. The rear wall is also masonry construction clad with cement stucco. The stucco was observed to have cracking around the windows.
The demising walls separating the apartments with the stair hall are shown to be 2-hour fire-rated on the approved plans. The demising walls are shown to be constructed using 2 ½" metal studs spaced 16" on-center, with batt insulation between the studs, and two layers of Type X gwb on each side.

Typical floor construction consists of wood joists with plywood sub-floor. As per the approved plans, the underside of the joists are provided with 1 ½" metal furring channels spaces 16" on-center w/ one layer of 5/8" type x gwb. The floor assembly provided a 1-hour fire-rating. The floor system was observed to be in acceptable condition and did not appear to require repair work.

Under the alteration application, a new raised deck was built on the 1st floor in the rear yard. The deck is framed with steel I-beams w/ 4" concrete slab poured over 20-gauge metal deck. The deck is provided with stone pavers. The deck is supported on corner steel columns beading on concrete footings.

The visible portions of the existing building structural elements appear in acceptable condition and do not require repair work.

(1) EXTERIOR OF BUILDING:

(i) WALLS:
The exterior walls are constructed of brick masonry. The rear and west lot line walls are clad with cement stucco. The thickness of the stucco and type of welded wire mech are unable to be determined. The front wall is clad with brownstone. The lot-line walls provide the 2-hour fire-rating required. The interior side of the exterior walls is furred using metal studs spaced 16" on-center. The approved plans indicate the exterior walls were designed with batt insulation within the stud cavities however this is unable to be verified. The front and rear walls do not require a fire-rating.

It is not required to file a Local Law 11/98 report for periodic inspection of the exterior walls and appurtenances with the NYC Department of Buildings, since the building does not exceed six stories in height.

Ceilings:
The ceilings are be covered with painted gypsum wall board.

(ii) WINDOWS:
The building's windows are existing and will remain and are approx. 17 years old and are in working conditions. They are wood operable windows on the front façade and fiber-glass operable windows on the rear facade. The manufacturer is unable to be determined. The windows throughout the property are be double-glazed, insulated. Light and vent requirements for the habitable spaces have been met with proposed windows. No thermal break or special features are provided. Window guards will not be provided. Each Unit owner is responsible for installing windows guards in the even a child 10 years of age and under will reside in the apartment in accordance with the Housing Maintenance Code.

There are a total of four (4) lot line windows on the west lot line wall as follows:

- on the 3rd floor there are two (2) lot line windows within Unit 3 measuring 2'-8" x 3'-8" each. They are located in the kitchen and bathroom.
- on the 4th floor there are two (2) lot line windows within Unit 4 measuring 2'-8" x 3'-8" each. They are located in the kitchen and bathroom.

There is no bond or guarantee currently for the windows.

Potential future construction / development of the adjacent building / premises may block the lot line windows. In the event the lot line windows require closing, the lot line windows would need to be infilled with fire-rated construction. In the event the lot line windows require closing, all expenses associated with any replacement or modification of a lot line window will be the Condominium's responsibility and the cost thereof a Common Expense. The Condominium's Board shall approve all lot line window work and shall have the right to designate or approve the contractor doing the work. Sponsor estimates that the cost involved in closing a lot line window, if required, is approximately $400 per square foot. For each apartment, this includes the work and hiring a licensed professional to file plans with the NYC DOB. The owners of the lot line windows are responsible for this work.

(iii) The building is located within a Landmarked district. On January 6, 2021, the premises was included within the Park Slope Historic Preservation District (Extension II) by the NYC Landmark Preservation Commission (LPC). Future alterations require LPC approval as well as DOB approval.

(2) Parapets and copings:

The parapets are constructed of brick masonry with cement stucco on the exterior sides and covered with roofing membrane on the interior sides. The front parapets is provided with a wood cornice on the exterior-facing side. There is no visible cracking. The front parapet is provided with metal coping. The side parapets are not provided with coping. The roofing membrane is wrapped over the top of the parapets to prevent water infiltration.

(3) Chimneys and caps:

The vent ducts are rigid metal type. The metal flues are double-wall, Type B or PVC where permitted by the Building Code. The boilers and water heaters are connected to an existing chimney that extends and terminates at the roof level. The material and condition of the chimney is unable to be determined. The chimney is provided with a metal chimney cap.

(4) Balconies and terraces

- There is a balcony on the rear façade of the 3rd floor which is LCE to Unit 3.
- There is a balcony on the rear façade of the 4th floor which is LCE to Unit 4.

(I) Deck finish: The balconies are provided with non-slip diamond plate steel walking surface.
(ii) Balustrades: The balconies are provided with a vertical metal guardrail that do not create the ladder effect.
(iii) Railings: The top rail of the balconies is a metal horizontal guardrail.
(iv) coping: NA
(v) Soffits: The balcony's fascia are metal channels painted black. On the underside of the balconies, the steel structure and underside of the steel walking surface are visible. All steel is painted black.
(vi) The doors leading to the balconies is wood with insulated glazing. The manufacturer is unable to be determined.

(5) Exterior entrances:

(i) Exterior Doors:

(A) Exterior doors are wood doors with insulated glass. They are provided with closers and locksets. The double doors on the first floor leading to the rear yard from Unit 1 are provided with safety glass. The doors are provided with brass lever handles, a thumb turn lock and keyed entry on the exterior. There is no thermal break. The manufacturer is unable to be determined. The main entry door is provided with self-closer and locking device allowing public access to the main entrance hall of lobby as per Multiple Dwelling Law. The entrance is lit with an exterior wall-mounted fixture and comply with Multiple Dwelling Law. All exterior doors were observed to be in good working condition, exhibiting only normal wear and tear consistent with age and typical use. Door hardware, including hinges, handles, locks, and latching mechanisms, were found to be functioning properly. The existing exterior steps leading down to the cellar are constructed of poured-in-place concrete. There is minor spalling of the treads that will be repaired.

(ii) The vestibule door is wood with insulated glass.
(iii) Mailboxes: There are four (4) mailboxes located in the entry vestibule.
(iv) Lighting- Exterior Entrances:
The exterior building entrances is lit using wall-mounted lighting fixture above the door
The main building entrance lights is on a time clock

(6) Service Entrances. N/A

(7) Roof and roof structures.

The roof is unoccupied. Roof access is provided via a roof hatch accessed by a ladder located within the 4th floor stair enclosure. The hatch is made of wood and is provided with a waterproof coating and is in acceptable condition. The roof contains four (4) air conditioning units installed on steel dunnage. The dunnage is bearing on the lot line wall parapets.
The Alteration application was approved on 6/19/08, prior to the enactment of the FDNY rooftop access requirement which took effect on 7/1/08. The approved alteration was not required to comply with this requirement. Future alterations are required to comply with this requirement.
There are areas designated on the roof and stair bulkhead for mechanical vents; there are exhaust fans located on the roofs.
At the roof above the third floor are exhaust fans and duct risers. Each fan and mechanical equipment rests on a base and is flashed.
(i) The roof is pitched from front to back for drainage of storm water. The storm water is collected by an aluminum gutter connected to an aluminum leader. The leader discharges the water into a horizontal pipe under the cellar concrete slab which leads to the house trap.

(a) The roofing membrane is a smooth-surfaced modified bitumen membrane. The roof membrane manufacturer is not able to be determined. The date of installation of the roofing membrane is unknown thus the remaining life expectancy of the membrane is unable to be determined. The useful life expectancy of a modified bitumen roof is approx. 10 – 20 years. There is no roofing guarantee in place. The roofing membrane can be assumed to be beyond its remaining useful life. There is no evidence of water infiltration through the roofing

membrane making the roof currently appear to be satisfactory condition. Roof insulation is unable to be determined.
(b) The roof membrane substrate is unable to be determined.
(c) The roof may not be used as recreation area by the building occupants.
(d) There is currently no roof guarantee.
(e) At the roof perimeter the membrane is wrapped over the parapet without counterflashing. This increases the risk of future water infiltration.

(ii) Drains: NA
(iii)Skylight: there is one 36" x 36" fixed skylight on the roof above the stair enclosure. The skylight is constructed of metal frame and provided with wire glazing. The manufacture is unable to be determined. The skylight appears to be in acceptable condition. There are no visible signs of water infiltration in the skylight well.
(iv) Bulkheads: NA
(v) ladders: there is one fire escape ladder at the rear of the roof leading down to the fire escape platform on the 4th floor.
(vi) Rooftop Facilities: there are no rooftop antennae, cell phone towers. There are two (2) satellite dishes that appear to be abandoned and will remain.
Sustainable Roof: N/A

(8) Fire Escapes. There is one existing fire escape anchor to the rear façade of the building. The fire escape is for emergency egress only and shall remaining unobstructed at all times. The fire escape is not intended for recreational use by the Building's occupants. A new coat of black paint will be applied to the fire escape. The existing structural elements of the fire escape are secured to the existing masonry wall using a penetration system reinforced by an approximately 8" x 8" steel plates, bolt and nut system. Units 3-4 access the fire escape through at least one (1) unobstructed window located at the rear of the building. Unit 2 accesses the fire escape via a door. The fire escape is comprised of a ladder connecting the 4th floor fire escape platform to the roof. A drop-down ladder on the second floor provided emergency access to the rear yard. The fire escape platform on the 2nd, 3rd, and 4th floors are connected with fire escape stairs. In the event of an emergency, Unit owners shall have egress easement through the rear yard allocated to Unit 1 from the common fire escape. See Part 1, Special Risk #61.

(9) Yards and courts

Front Yard: the building does not have a front yard. The building elements in front of the building (stoop, cellar stair, fence & gate) are located beyond the property line onto the public ROW (right-of-way). The metal fence and gate encroach approximately 4'-6" into the public R.O.W. The stair and landing encroach approximately 5'-9" into the public R.O.W. The degree of non-compliance of these elements may not be increased and they may not be extended further onto the public R.O.W.
Rear yard: The rear yard is approx. 41'-6" and is LCE to Unit 1. The rear yard contains a raised garden, a metal grape trellis, and a steel-frame raised deck.

(i) Paving: a portion of the rear yard contains stone paving on-grade.
(ii) Drainage: there is one area drain within each of the two cellar areaways in the rea yard. There is one 5'-0" wide galvanized trench (zipper) drain in the rear yard.
(iii) Railings: all stairs are provided with metal hand railing. The railings are painted metal.

(iv) Stairs: There are two concrete stairs in the front yard. One leads up to the main entrance of the building. The second leads down to the cellar accessing the building's common utility area. There are two exterior metal stairs in the rear yard. One leads up to the raised deck. The other leads down to the cellar entry.

(v) Fencing: A 6'-0" height chain link fence is located around the perimeter of the rear yard. There is one 30" high metal fence with a gate located approx. 48" beyond the property line onto the public ROW.
(vi) Walls: NA

(10) Interior Stairs.

There is one common stair within the building that extends from the cellar to the 4th floor. There is one convenience stair located within Unit 1 accessing the cellar form the 1st floor. Both stairs are constructed entirely of wood and are in acceptable condition. The roof is accessed via a ladder on the 4th floor leading up to a roof hatch. The width of the stair is 32" and does not meet the 36" wide minimum code requirement. The head clearance of the interior stair leading from the cellar to the 1st floor is 5'-3" and does not meet the minimum required headroom clearance of 6'-8". The stairs contain winder treads which converge to a point, and therefore may pose a stumbling/falling hazard.

The interior stair construction is wood stringer, riser and treads.
The guardrail around the stair opening perimeter is 36" high and does not meet the code required minimum height of 42".

(11) Interior Doors and Frames.

(i) Unit entry doors and interior doors and frames: Apartment entry doors are 1.5 hour fire-rated hollow metal, self-closing doors with metal frames. Apartment interior doors are hollow composite doors with wood frame.
(ii) Corridor doors and frames: NA
(iii) Stair hall doors and frames: See unit entry doors
(iv) Roof doors: NA

(12) Elevator: N/A
(13) Elevator Cab: N/A
(14) Floor Impact Resistance

Typical floor construction consists of wood joists with plywood sub-floor. As per the approved plans, the underside of the joists are provided with 1 ½" metal furring channels spaces 16" on-center w/ one layer of 5/8" type x gwb. It is unknown if the floors meet the sound attenuation properties required by code.

(15) A sub-grade drainage system is not provided
(16) Foundation damp proofing: unable to determine if foundation damp proofing is provided.

§ 20.7(i) Auxiliary rooms.

(1) Laundry Facilities: each unit is provided with washing machine and gas dryer. The gas dryers are vented via an aluminum flexible dryer vent that connects to a vent riser within the wall.
(2) Trash Chute, compactor room, refuse disposal:
There are no trach chutes, compactor rooms, or refuse disposals. Trash is collected every Wednesday and Saturday. Recyclables are collected every Saturday. Collections are done

publicly by the Department of Sanitation of New York (DSNY). There is an area within the front of the building allocated for placement of trash and recyclable bins.
(3) There is no bicycle storage required or provided within the building.
(4) Storage; NA
(5) There is no mail package room provided.

§ 20.7(j) Plumbing and drainage.

(1) Water supply.
Water is supplied to the building through a 1-inch domestic water connection to the New York City Water Distribution System. The main shut off valve is located in the cellar. Each unit is supplied with water from a copper piping. Domestic hot and cold-water piping is "L" copper tubing. There is no back-flow prevention device. Exposed hot water piping, primarily in the boiler room, was not provided with pipe insulation.

The sanitary sewage system consists of heavy weight cast iron piping and PVC piping. The upper-level fixtures are gravity-drained to the house trap. Storm drainage from the roofs discharge through a combined sewer connection into the New York City Waste Water System. The diameter of the existing sewer connection is unable to be determined.
At the time of inspection, there were no visible drainage issue.

(2) Fire Protection System: NA

(3) Water Storage tanks and enclosures:

There are no water storage tanks

(4) Water pressure.
Water existing water pressure adequately provides water to the fixtures of the building.
(5) Sanitary sewage system.
The sanitary sewage system consists of new heavy weight cast iron piping and PVC piping. The sanitary sewage system discharges to a house trap located below the cellar level then into the New York City Municipal Waste Water System.

(6) Permits Obtained
Alt2 Job No. 310141129, Permit issued: 7/8/2008 (Status: expired)

(7) Storm drainage system.
The storm system is piped with black cast iron and/or PVC pipes throughout the building. All lines connect to the House Trap inside the building connected to the combined sewer at the street.

§ 20.7(k) Heating.

Existing Hot Water Heater: hot water is provided for the building by individual gas hot water heaters located in the cellar boiler room which is a building common element. Each apartment has individual gas water heater connected to individual gas meters. There are no warranties in place for the water heaters. The hot water system is capable of distributing hot water during peak required services. The hot water heater schedule is as follows:

Unit 1: Alliance, 70 gal., Model no. AL70SL, Energy efficiency = 80% (when newly installed)
Age: 18 years, condition: functional, approx. remaining lifespan: surpassed expectancy
Unit 2, 3, 4: Alliance, 50 gal., Model no. AL50SL, Energy efficiency = 80% (when newly installed)

Age: 18 years, condition: functional, approx. remaining lifespan: surpassed expectancy

Note: An eight-year service life has been assumed for the water heaters, consistent with industry standards. Actual lifespan may vary from unit to unit depending on manufacturing quality and maintenance practices.

Heating System: Heating is provided using existing natural-gas fired hot-water boilers. The boilers are located in the Boiler Room in the cellar. Each unit has a separate boiler connected to its respective gas meter. The boilers provide heat via hot water aluminum baseboards located within the apartments. The hot water is pumped from the boilers through pex piping located within wall and ceiling cavities to each baseboard radiator. The baseboard system is a single-zone system.
Supplemental heat is provided with radiant floor heating. The same Boilers supplying hot water to the hot-water radiator system are supplying hot water to the radiant floor system. Radiant heat is provided within the bedrooms, living room, and bathrooms in each apartment.
The boiler information is as follows:
Manufac: Burnham, Model #204NCL-TE12
Input: 105,000 BTU, Efficiency: 84% AFUE (when newly installed)
Age: 18 years, condition: functional, approx. remaining lifespan: unable to determine

The cellar portion of Unit no. 1 is heated using a mini-split heat pump system. Two indoor, wall-mounted air handlers are provided and are connected to a condenser located in the rear yard. The unit information is as follows:
- Condenser (1x): Mitsubishi, M# MXZ-3B24NA, Capacity: 24,000 BTU, COP: 4.2
- Air handlers(2x): Mitsubishi, M# MSZ-GE12NA, Capacity: 12,000 BTU each

The heating system is capable of maintaining legally required conditions under anticipated weather conditions. Each of the apartments is provided with one boiler for a total of four (4) boilers.

§ 20.7(l) Gas Supply
Natural gas is provided in the building by a 2" gas service. Gas is used for space heating, cooking, water heating and clothes drying. There are four (4) gas meters located in the cellar. One gas meter is provided for each apartment.

§ 20.7(m) Air Conditioning
Existing Cooling System: cooling is provided using existing split heating / cooling system. Each unit has a separate system. The systems are comprised of one indoor air handler located in a closet within unit and one rooftop condensers installed on steel dunnage. The unit information is as follows:

Indoor air handler: Model #AEPF426016CA by Goodman
Rooftop Condenser: Model # GLXS3BN4210 by Goodman (13.4 SEER)

The systems were installed in 2008-2009 making them 18-19 years old. They are in good, functional condition. These systems have a typical life expectancy of 15-20 years making the approximate remaining life expectancy 1-2 years. However, the exact life expectancy is unable to be determined due to unavailable maintenance history of the system. There are no warranties in place for the cooling systems. Cool air is distributed with sheet metal ducts and discharged through ceiling registers. The visible sheet metal duct within the closet was insulated with aluminum faced duct insulation. The thickness and R-value of the insulation were not able to be determined. It is unknown if the unobservable ducts are insulated.

- Exposed refrigerant piping observed to be insulated with 1", R5 insulation
- The indoor air-handling units are provided with indirect condensate drainage connected to the buildings sanitary system.

The cellar portion of Unit no. 1 is cooled using the same mini-split heat-pump system that provides the heating. The system's cooling energy efficiency rating is 17.5 SEER.

§ 20.7(n) Ventilation.

Each kitchen (75cfm) and bathroom (50cfm) is provided with an exhaust fan vented to the exterior. Bathroom exhaust exhaust fans' sound rating is approx. 0.3 sone. Living and Bedrooms are be naturally ventilated via windows.
Hot water heater room is provided with fresh air intake ducted to outdoors.
The make and model of the exhaust fans is unable to be determined.

§20.7 (o) Electrical System.

The building has a proposed 400 amp, 200 voltage, 2 phase service. Each apartment is provided with 100 AMP, 208V electrical service. The common meter is also 100 AMPS. All wiring is copper, sized in compliance with applicable codes including GFCI outlets in bathrooms and kitchens. No backup energy supply is provided. Electrical consumption of common areas are metered separately. The boilers are connected to the common meter.

Each residential unit has in average a (24) pole panel, which contains approximately (1) circuit for each appliance, specifically air conditioning units, (1) dishwasher, (1) clothes washer
Each unit is provided with adequate number of convenience outlets including GFCI outlets for bathrooms and kitchens. All Units are adequately lit.
There is no generator proposed in the building.

<u>Lighting is provided for spaces within units as follows:</u>
Living Areas: provided with recessed LED lighting
Bedrooms: provided with surface-mounted lighting
Entries within apartment: provided with overhead light fixture
Kitchens: provided with overhead light fixture
Bathrooms: provided with switch that controls overhead light fixture and exhausts

<u>Convenience outlets, appliance outlets:</u>
Living Rooms, Bedrooms, Bathrooms - 15Amp / 110volt convenience outlets as per code
Bathroom provided with GFCI Receptacles
Kitchen provided with GFCI Receptacle in backsplash
Refrigerator & Oven - 15Amp / 110volt dedicated circuit
Washer / Dryer - 15Amp / 120volt dedicated circuit

§ 20.7(p) Intercommunication System

An intercom system a security system provided is the IS543 Communications system by Alpha. There is no warrantee for the system. The system is approx. 18 years old and is currently in working condition.

The building is prewired for wireless internet Verizon Fios. Wiring is exposed throughout the apartments anchored to baseboards and walls.

§ 20.7(q) Public areas lighting.

All Public Area lighting is connected to the common electrical meter.
Front Entry lighting to consist a wall fixture adjacent to the Front entry door providing 5 watts at the floor level. All public entrances, halls and stairs, corridors, are provided with new lighting in sufficient quantity and foot candles to comply with the New York State energy code regulations. Front entrance lights are on a Time Clock/ photoelectric control located in cellar electrical room.

§ 20.7(r) Garages and parking areas.
There are no garages or parking areas

§ 20.7(s) Swimming pools.
There is no swimming pool.

§ 20.7(t) Tennis courts, playgrounds and other recreation facilities.
There are no tennis courts, playgrounds or any other recreation facilities on site.

§ 20.7(u) Permits and certificates.
The following is a list of all reoccurring inspections that will be done on an ongoing basis:

- Janitorial Service: See Schedule B, Footnote 2
- Annual parapet inspection as per 1 RCNY 103-15.
- Annual fire-door inspection as per NFPA 80.
- Gas piping System inspection (every 4 years) per Local Law 152 of 2016

§ 20.7(v) Violations.
At the time of writing of this report there are no open violations listed on the premises.

§ 20.7(w) Unit information.
The total number of residential rooms can be calculated by using the following Zoning Resolution formula:

Living Room	=	1
Dining Room	=	1
Kitchenette	=	0.5
Bedroom	=	1
Bathroom	=	1

The ceiling heights within the units are as follows:
Unit No.1: Cellar approx. 7’-0”, 1st floor approx. 8’-9”
Unit No.2: approx. 8’-2”
Unit No.3: approx. 8’-7”
Unit No.4: approx. 8’-7”

TOTAL NUMBER OF ZONING ROOMS

Cellar	0
1st Floor	4.5
2nd Floor	6.5
3rd Floor	6.5
4th Floor	6.5

TOTAL ZONING ROOMS = 24
The zoning rooms have been computed on the New York City Zoning Resolution definition.

UNIT AREAS (gross sq. ft.)
Unit No. 1 = 1,765.5 SF + 829 SF LCE (rear yard)
Unit No. 2 = 1,074.5 SF
Unit No. 3 = 1,0,73.5 + 18 SF LCE (balcony)
Unit No. 4 = 1,0,73.5 + 18 SF LCE (balcony)

The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from the exterior side of the exterior wall (columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits are not deducted from measurement of each Residential Unit) to the centerline of the partitions separating one Residential Unit from another Residential Unit, or separating one Residential Unit from corridors, stairs, and mechanical equipment spaces or any Common Elements not within a Residential Unit or to the exterior side of the opposite exterior walls. Each Residential Unit is measured vertically from the top of the floor below to the underside of the ceiling. Any Common Element located within a Residential Unit will not be considered a part of such Residential Unit.

The cellar space is non-habitable, accessory use only, not for living, sleeping, or cooking, and may not be rented independently.

Finishes /Appliances

1. General: All finishes are subject to the Sponsor's right to substitute finishes of equal or better quality as recognized by industry standards for performance, efficiency, longevity and/or other classifications as applicable. All kitchens cabinetry and kitchen appliances, including washer / dryer are new. Units shall be -repainted.

i) Interior of Residential Condominium Units, General Finishes all units

- Floors Existing 2 1/2" red oak flooring (in good general condition with minor scratches associated with wear and tear)
- Baseboards Painted wood
- Walls Painted / Eggshell finish (1 coat primer and 2 coats of finish)
- Ceilings Painted / Flat finish (1 coat primer and 2 coats of finish)

ii) Kitchens (All appliances are as specified below) Appliances, fixtures, and fittings

All units:

- Refrigerator:
  - Unit 1: Kitchen Aid, Unit 2, 3, 4: Electrolux

- Dishwasher:
  - Frigidaire

- Cooking:
  - Unit 1: Wall oven (Kitchen Aid), cooktop (Kitchen Aid), Unit 2, 3, 4: stove (Frigidaire)

- Exhaust / Microwave:
o Frigidaire

- Kitchen Sink:
o Stainless steel (manufac. unable to determine)

- Kitchen Faucet:
o Chrome finish (manufac. unable to determine)

Finishes all units
- Floor 2 ½" red oak
- Backsplash: Unit 1, 3, 4 – ceramic tile, Unit 2 – painted gwb
- Counters stone
- Ceiling Painted / Flat finish
- Cabinets veneer plywood cabinets

iii) Bathroom

Fixtures and fittings (all fixtures are existing, model #'s unable to be determined)
- Tub Glacier Bay
- Tub fittings Glacier Bay
- Sink Faucet Glacier bay
- Shower head Glacier bay
- Shower trim&faucet Glacier bay
- Toilet Amercan Standard

Finishes (all finishes are existing, are in acceptable conditions, and were installed in 2008)
- Floors Porcelain tile
- Walls Porcelain tile
- Shower Floor Porcelain tile
- Counters composite
- Ceilings Painted (mildew resistant) / Flat finish
- Cabinets Laminate

- Washer/ Dryer

Dryer: Front-load gas dryer by LG model no. DLG2141W
Washing machine: Front-load washer by LG model no. WM2233HW

§ 20.7(x) Finish schedule of spaces other than units.

AREA	FLOOR	BASE	WALLS	CEILING	REMARKS
Vestibule	Porcelain Tile	Porcelain Tile	Painted	Painted	
Lobby	Porcelain Tile	Porcelain Tile	Painted	Painted	
Mechanical	Tile	None	Painted	Painted	

§ 20.7(y) Safety and warning devices.

All devices as required by New York City Building Code are provided as follows:
1. Residential Unit Smoke Detection System:
All Residential Units are provided with smoke and carbon monoxide detectors by Kidde or equal located at each bedroom, and on each floor. Each detector self-contained with its own sounding device. The smoke/CO detectors are not interconnected.

2. Common Area Fire and Smoke Detection System: common areas are provided with smoke/carbon monoxide detectors. There is no fire alarm in the building.
3. Residential Unit Carbon Monoxide Detection System:
Residential Units contain a carbon monoxide detector located in each dwelling unit and on each floor. Each detector is self-contained with its own sounding device.
4. Closed-Circuit Security TV: None
5. Safety and warning devices: Not required, not provided

§ 20.7(z) Additional information required.

N/A

§ 20.7(aa) Visual examination of certain conditions in the building(s)
N/A.

§ 20.7(bb) Further Development
There is no further development proposed or planned.

§ 20.7(cc) Asbestos
Asbestos investigation was conducted within the building prior to approval of application. Interior elements that were to be disturbed were sampled and were found free of asbestos containing material (ACM). The report indicated approx. 600 sf kitchen floor tiles within the building were assumed to contain ACM. Currently, the kitchen floors are provided with hardwood flooring. It is unknown if the assumed ACM-containing tile was abated, encapsulated, or left undisturbed. Future renovation work that includes removal of the existing kitchen flooring will require investigation to determine if ACM-assumed tile was encapsulated. If ACM tile is discovered, additional testing and potential abatement may be required. The asbestos investigator, ID no. 105879, prepared an ACP5 form dated 4/4/2008.

- Recommendations for handling each and every item of the asbestos inventory, i.e., removal, enclosure, encapsulation, or leaving undisturbed; Not applicable
- How the recommendations should be implemented. Include, if applicable, whether units must be vacated or whether use of certain rooms will be limited and the projected duration thereof. State whether the work must be performed in compliance with New York City Local Law 76 of 1985 or any other applicable laws; Not applicable
- A recommended protocol (operations and maintenance program) for the future handling and maintenance of asbestos which will remain in the building, whether encapsulated, enclosed or left undisturbed; Not applicable.

§ 20.7(dd) Lead-based Paint
Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the building. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. Since the existing building was heavily gutted, Sponsor believes in good faith that the risk of any lead-based hazards is likely very minimal – nevertheless, Sponsor does not make any representation as to the existence or non-existence of lead-based hazards within the walls. Purchasers are advised that, in the event they perform any construction with respect to the walls in the building,

they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense.
The ingestion of lead poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with the NYC Local Law 1 of 2004, a copy of which is included as an Exhibit to the Offering Plan. Purchasers of Units, particularly those with young children, are advised to consult with an environmental professional to determine the existence of, and any remediation of, lead-based paint.

§ 20.7(ee) Roof Rights.
Roof is unoccupied

§ 20.7(ff) Radon.
N/A in New York City area.

§ 20.7(gg) Construction Regulations
N/A

END OF REPORT

SCHEDULE G-1

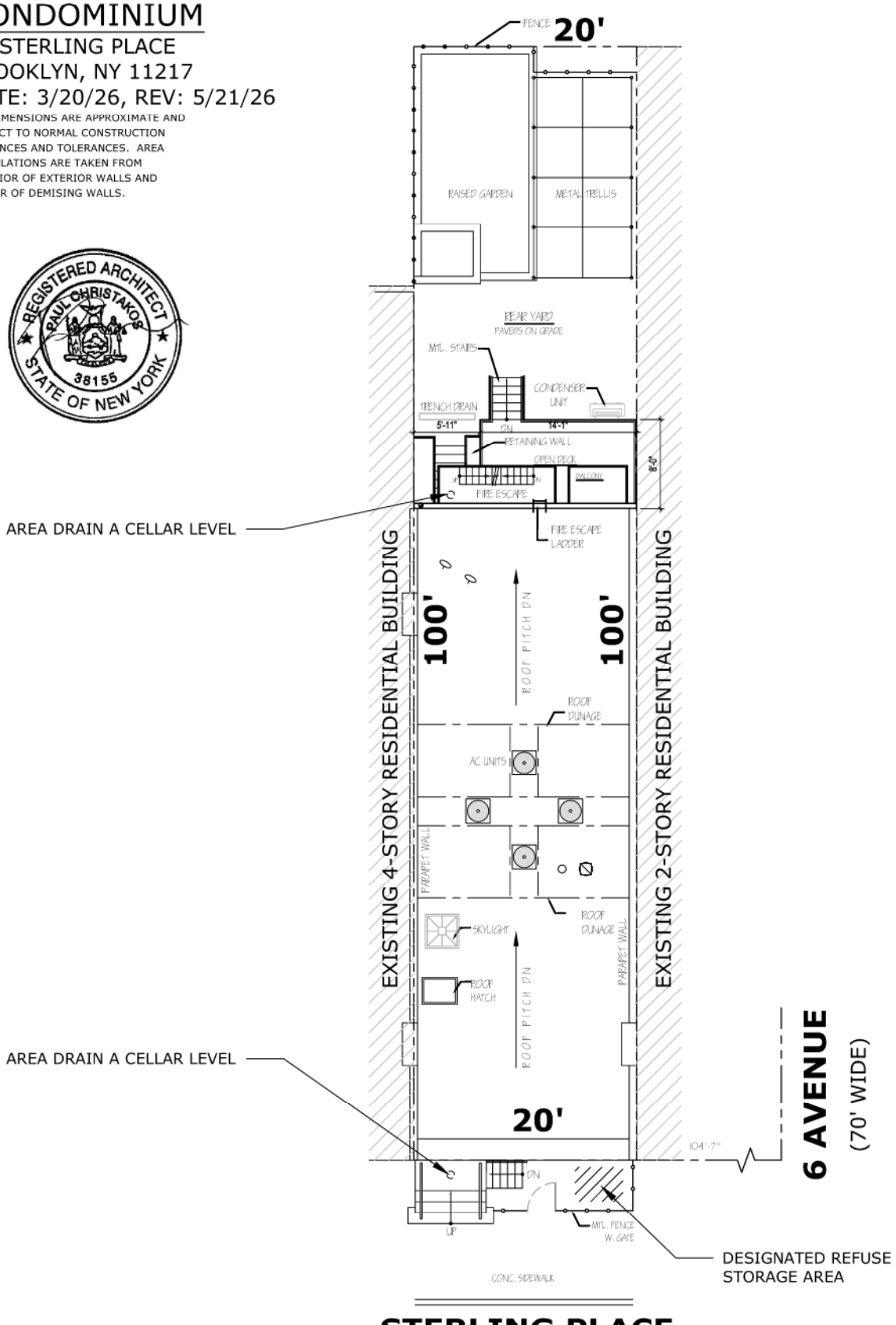
SITE PLAN

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. AREA CALCULATIONS ARE TAKEN FROM EXTERIOR OF EXTERIOR WALLS AND CENTER OF DEMISING WALLS.

REGISTERED ARCHITECT
PAUL CHRISTAKOS
38155
STATE OF NEW YORK



N

1 SITE PLAN

SCALE: 3/32"=1'-0"

SCHEDULE G-2

FLOOR PLANS/ELEVATION

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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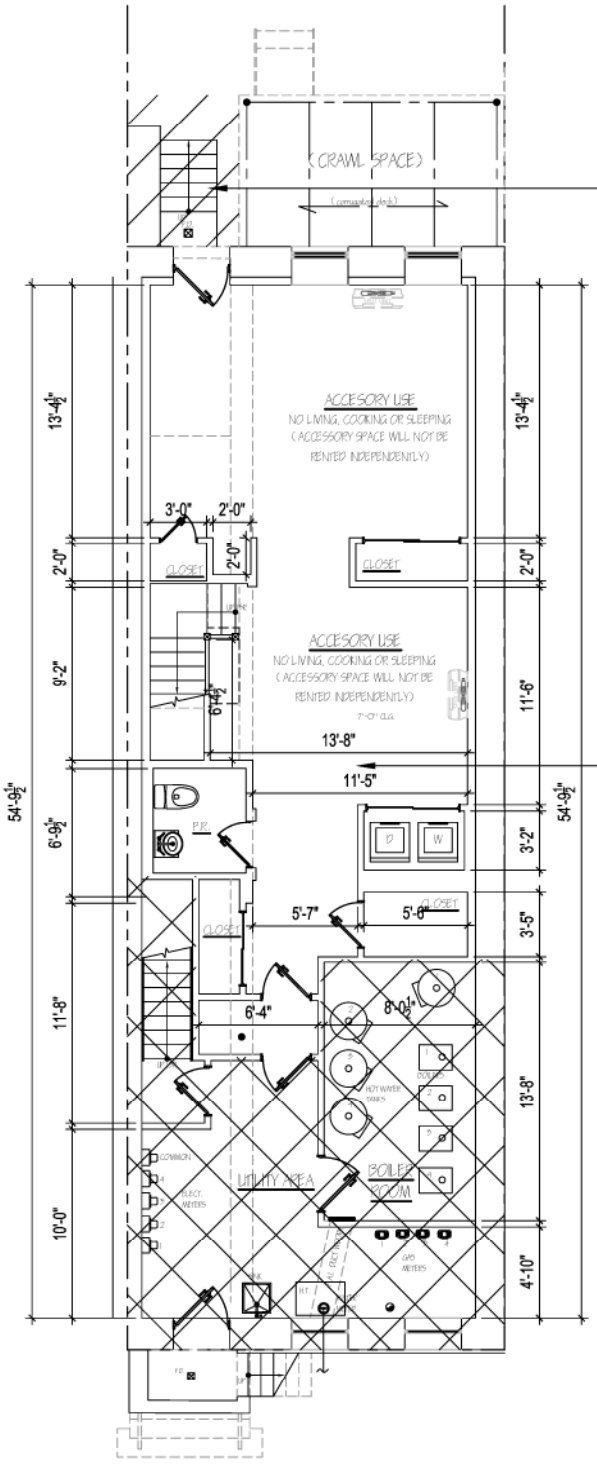


UNIT NO. 1 LCE
47 SQ. FT. GROSS

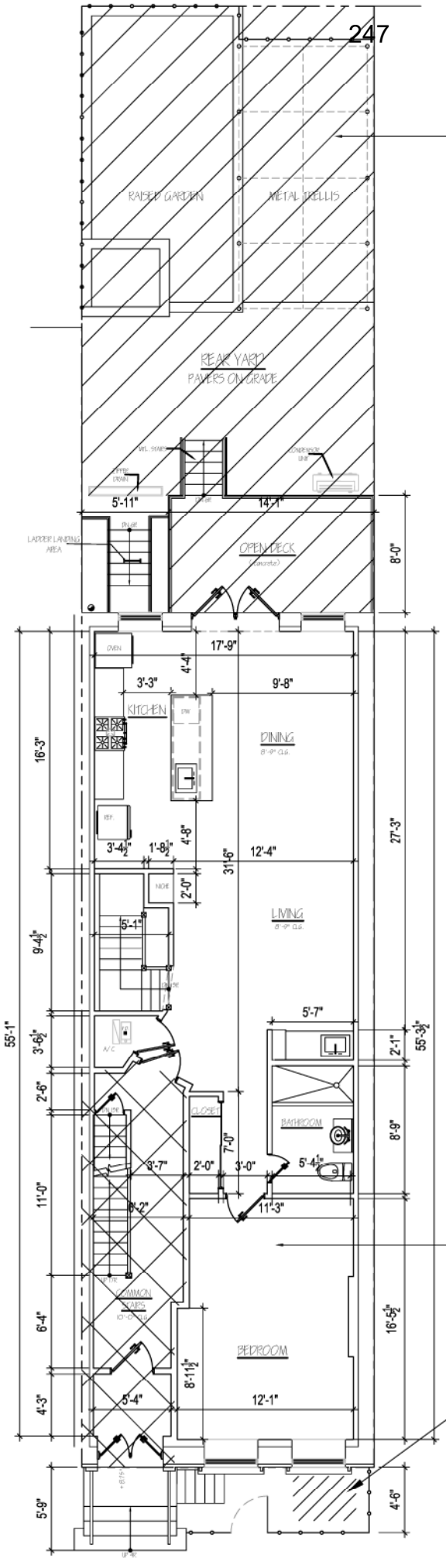
PORTION OF UNIT NO. 1
780 SQ. FT. GROSS

LEGEND

- CONDO UNIT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

1 CELLAR FLOOR PLAN

SCALE: 1/8"=1'-0"



UNIT NO. 1 LCE
782 SQ. FT. GROSS

PORTION OF UNIT NO. 1
985.5 SQ. FT. GROSS

DESIGNATED REFUSE STORAGE AREA

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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REGISTERED ARCHITECT
PAUL CHRISTAKOS
38155
STATE OF NEW YORK

1 FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

LEGEND

CONDO UNIT

LIMITED COMMON ELEMENT

COMMON ELEMENT

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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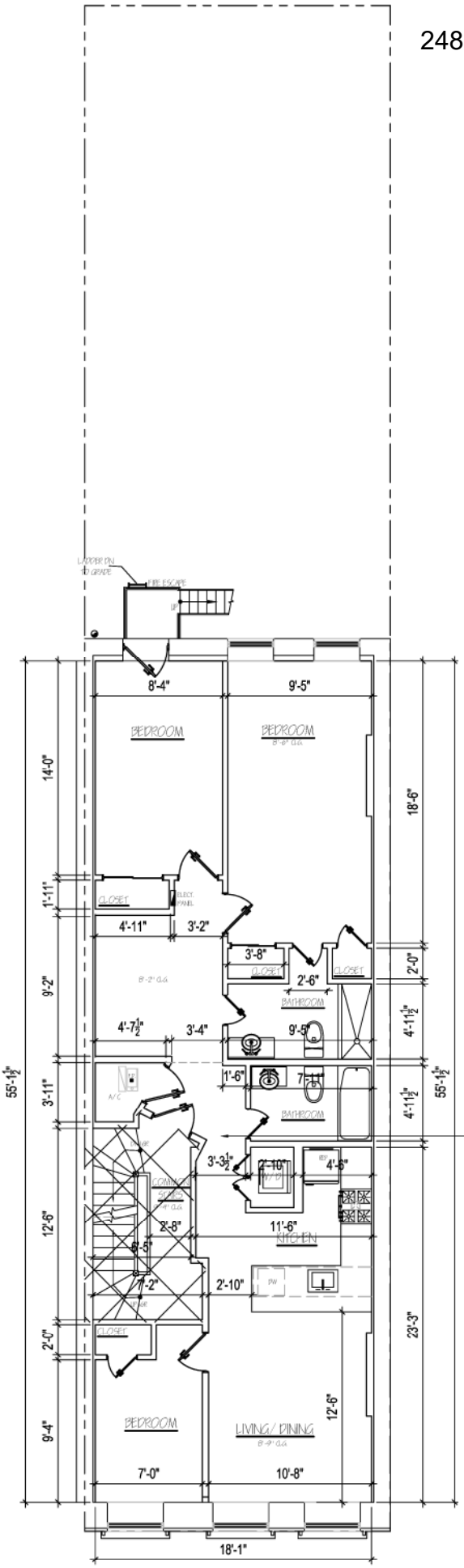

UNIT NO. 2
1,074.5 SQ. FT. GROSS

LEGEND

- CONDO UNIT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

1 2ND FLOOR PLAN

SCALE: 1/8"=1'-0"

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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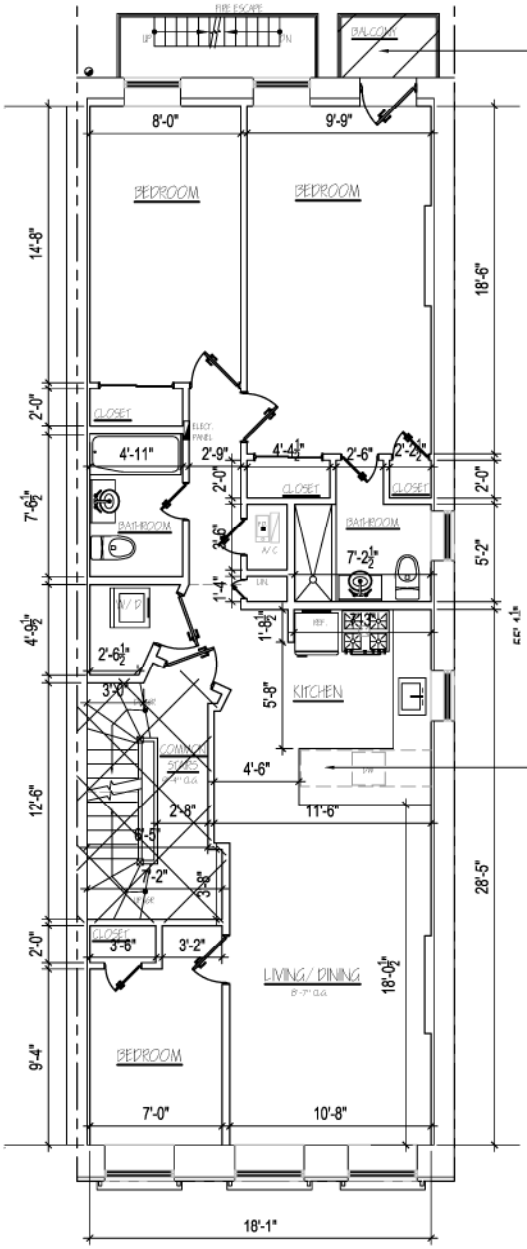

UNIT NO. 3 LCE
18 SQ. FT. GROSS

PORTION OF UNIT NO. 3
1,073.5 SQ. FT. GROSS

LEGEND

CONDO UNIT

LIMITED COMMON ELEMENT

COMMON ELEMENT

1 3RD FLOOR PLAN

SCALE: 1/8"=1'-0"

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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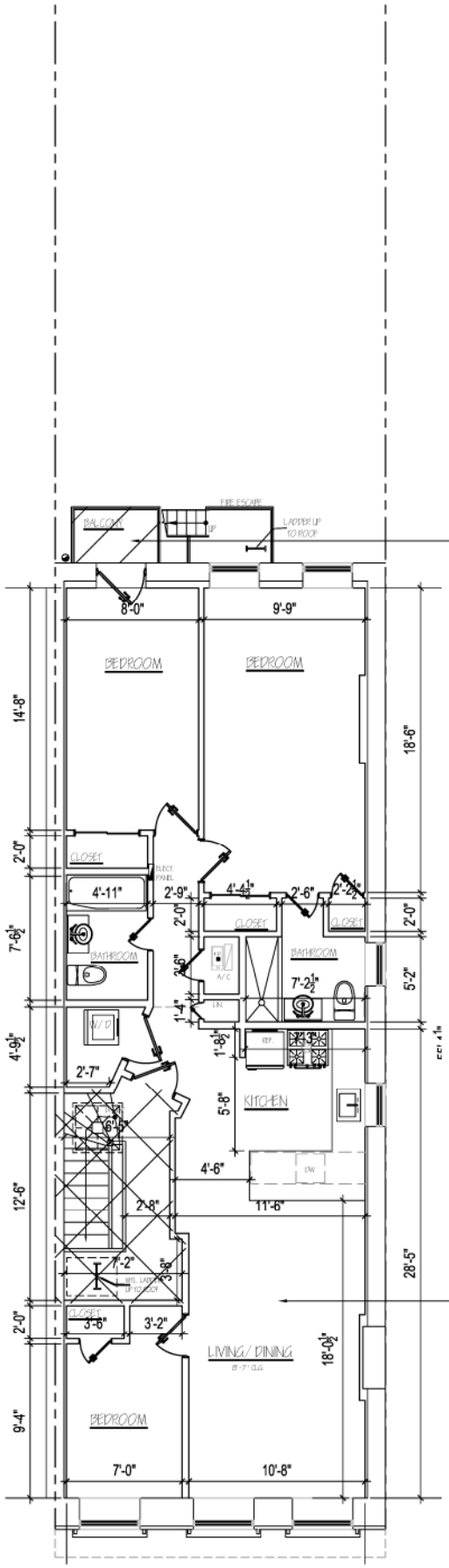

UNIT NO. 4 LCE
18 SQ. FT. GROSS

PORTION OF UNIT NO. 4
1,073.5 SQ. FT. GROSS

LEGEND

- CONDO UNIT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

1 **4TH FLOOR PLAN**
SCALE: 1/8"=1'-0"

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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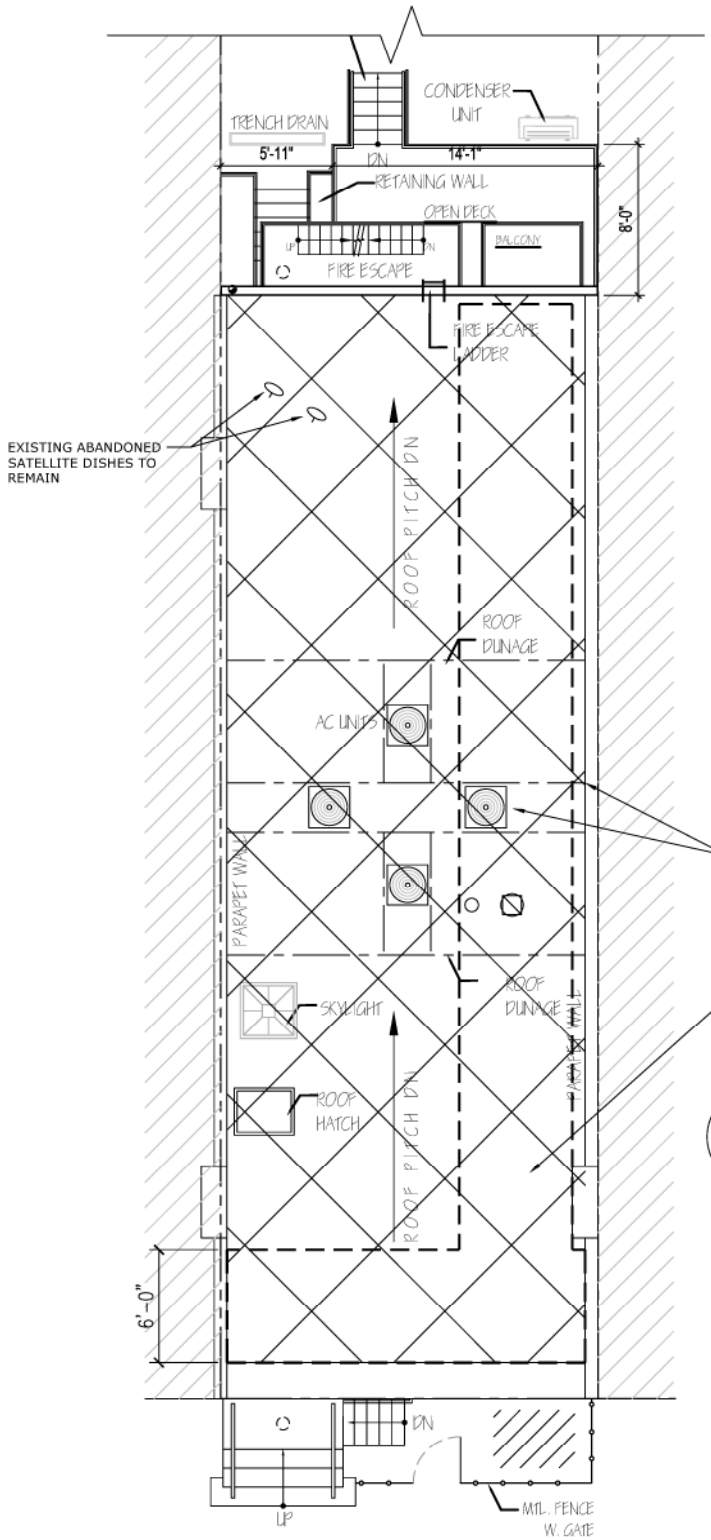

LEGEND

- CONDO UNIT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

DUNNAGE AND AC UNIT FDNY PATH OBSTRUCTIONS APPROVED PRIOR TO JULY 1, 2008 ENACTMENT OF FDNY ACCESS PATH

6'-0" WIDE FDNY CLEARANCE TO COMPLY WITH FC504

1 ROOF FLOOR PLAN
SCALE: 1/8"=1'-0"

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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NOTE: SCALE APPLIES IF PRINTED 11X17 SHEET ONLY

CONDO UNIT NO. 1

APARTMENT W/ ACCESSORY USE CELLAR
ONE BEDROOM
ONE FULL BATHROOM
ONE 1/2 BATH
ONE ACCESSORY USE SPACE

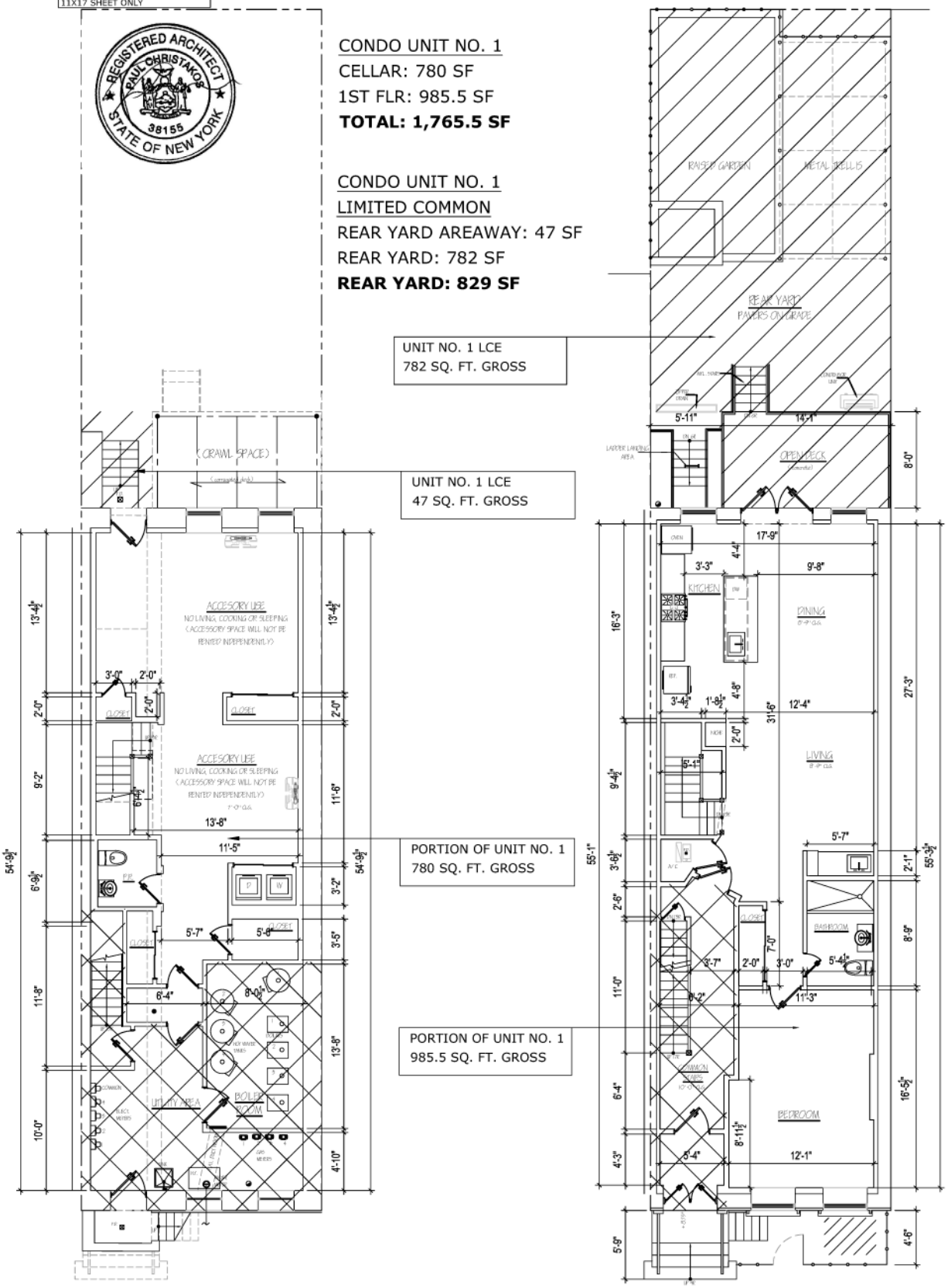
LEGEND

- CONDO UNIT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

REGISTERED ARCHITECT
PAUL CHRISTAKOS
38155
STATE OF NEW YORK

CONDO UNIT NO. 1
CELLAR: 780 SF
1ST FLR: 985.5 SF
TOTAL: 1,765.5 SF

CONDO UNIT NO. 1
LIMITED COMMON
REAR YARD AREAWAY: 47 SF
REAR YARD: 782 SF
REAR YARD: 829 SF



1 CELLAR FLOOR PLAN
SCALE: 1/8"=1'-0"

2 FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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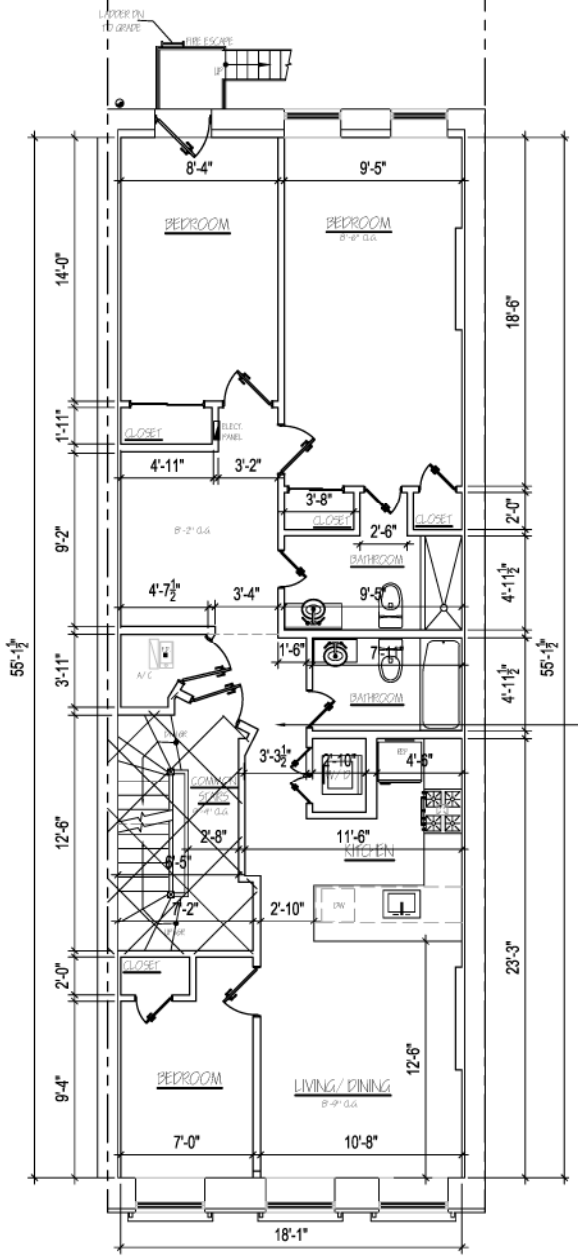
REGISTERED ARCHITECT
PAUL CHRISTAKOS
38155
STATE OF NEW YORK

CONDO UNIT NO. 2

THREE BEDROOMS

TWO FULL BATHROOMS

CONDO UNIT NO. 2
TOTAL: 1,074.5 SF



UNIT NO. 2
1,074.5 SQ. FT. GROSS

LEGEND

CONDO UNIT

LIMITED COMMON ELEMENT

COMMON ELEMENT

1 **2ND FLOOR PLAN**
SCALE: 1/8"=1'-0"

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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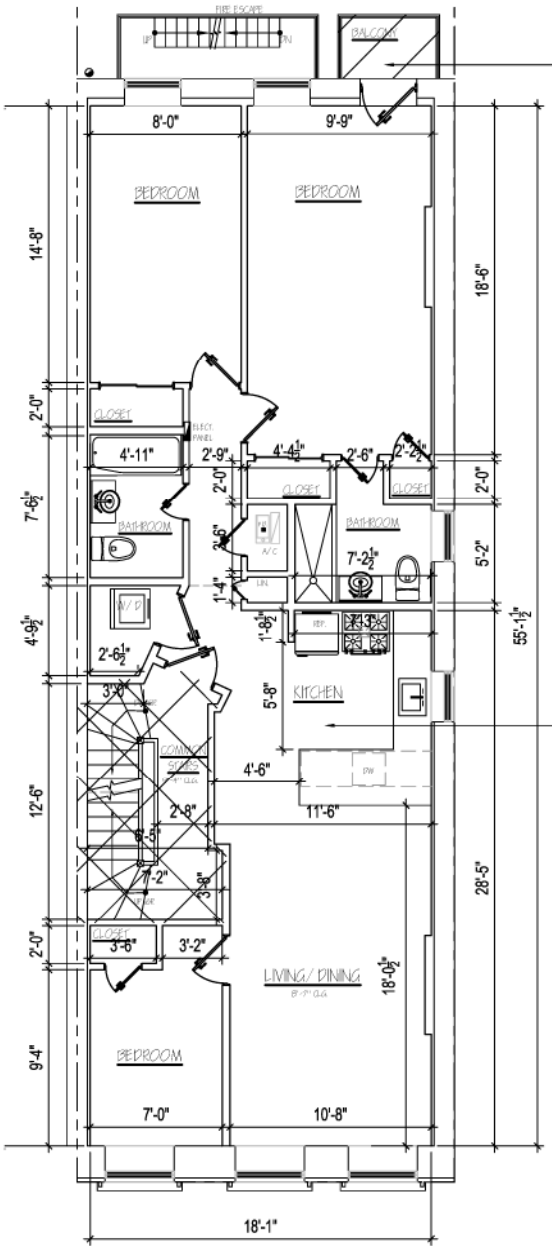

UNIT NO. 3 LCE
18 SQ. FT. GROSS

UNIT NO. 3
1,073.5 SQ. FT. GROSS

CONDO UNIT NO. 3

THREE BEDROOMS

TWO FULL BATHROOMS

CONDO UNIT NO. 3
TOTAL: 1,073.5 SF

CONDO UNIT NO. 3
LIMITED COMMON
BALCONY: 18 SF

LEGEND

- CONDO UNIT
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

1 **3RD FLOOR PLAN**
SCALE: 1/8"=1'-0"

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

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REGISTERED ARCHITECT
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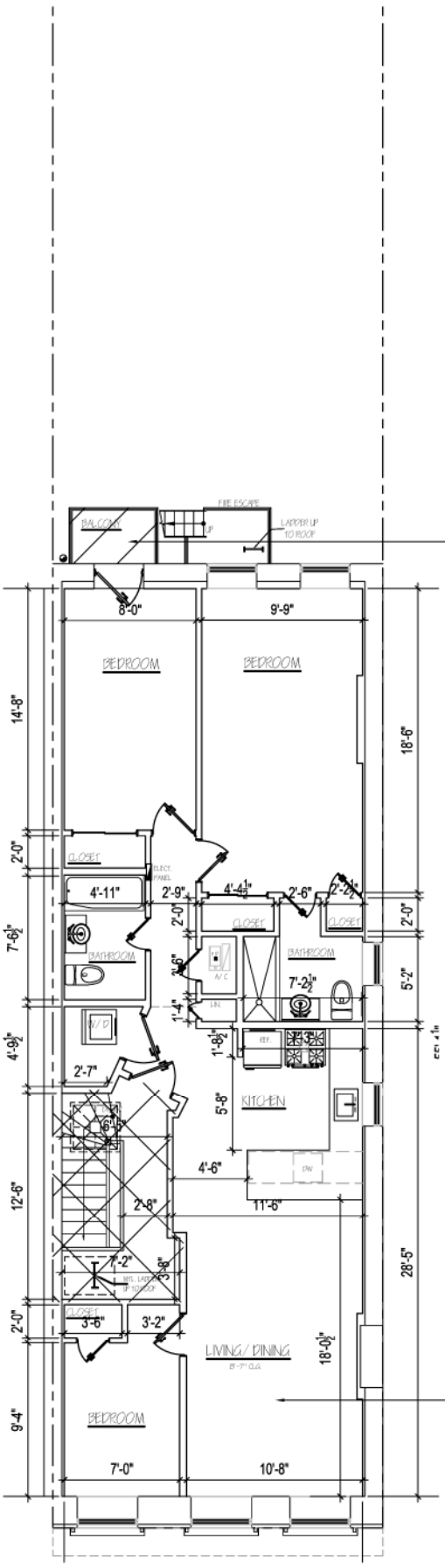
38155
STATE OF NEW YORK



UNIT NO. 4 LCE
18 SQ. FT. GROSS

CONDO UNIT NO. 4

THREE BEDROOMS

TWO FULL BATHROOMS

CONDO UNIT NO. 4
TOTAL: 1,073.5 SF

CONDO UNIT NO. 4
LIMITED COMMON
BALCONY: 18 SF

LEGEND

CONDO UNIT

LIMITED COMMON ELEMENT

COMMON ELEMENT

PORTION OF UNIT NO. 4
1,073.5 SQ. FT. GROSS

1 4TH FLOOR PLAN
SCALE: 1/8"=1'-0"

82 STERLING PLACE CONDOMINIUM

82 STERLING PLACE
BROOKLYN, NY 11217
DATE: 3/20/26, REV: 5/21/26

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. AREA CALCULATIONS ARE TAKEN FROM EXTERIOR OF EXTERIOR WALLS AND CENTER OF DEMISING WALLS.

REGISTERED ARCHITECT PAUL CHRISTIAKOS 38155 STATE OF NEW YORK

NOTE: SCALE APPLIES IF PRINTED 17X22 SHEET ONLY

1 STREET ELEVATION
SCALE: 3/16"=1'-0"

2 REAR ELEVATION
SCALE: 3/16"=1'-0"

SCHEDULE G-3

ASBESTOS REPORT

DEPT. OF BLDGS. 310141129 Job Number
SC080127042 Scan Code

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTI
Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Corona, NY 11368-5107

NOT AN ASBESTOS PROJECT

ACP 5 Fee $ _____

When submitting this form at the NYC Department of Buildings, the original form and three (3) copies with original signature and seal are required. Submittal at the NYCDEP requires one copy of the form with original signature and seal.

2. Facility Address 82 STERLING PLACE Borough BROOKLYN Zip 11217

AKA 3.Block 945 4.Lot 13

5. Building Owner LUCILA PENA Tel # 718-855-1237

6. Address SAME State NY Zip: 11217

7. Contact Person: MIKE 8. Tel. # 718-855-1237

9. Description of the Entire Scope of Work

INTERIOR NON-LOAD BEARING PARTITION & PLUMBING CHANGES. UPON OPENING OF WALLS IF SUSPECT MATERIAL IS PRESENT WORK MUST CEASE & I SHOULD BE NOTIFIED TO TAKE ADDITIONAL SAMPLES.

10. Est. Start Date ☑ As soon as permit approved Est. Completion Date 3/30/2009 of the entire scope of work.

11. I, RICHARD MURDISON , have conducted an asbestos investigation on 3/31/2008 in accordance with Sections 1-16 and 1-27 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

☐ a. premise to be demolished is free of any asbestos containing material (ACM).

☐ b. premise to be demolished contains 10 square feet or less or 25 linear feet or less of ACM.

☑ c. cumulative surfaces of structure(s) affected by the work are free of ACM.

☐ d. cumulative surfaces of structure(s) affected by the work contain 10 square feet or less or 25 linear feet or less of ACM

☐ e. normally non-friable ACM shall be disturbed/removed. Specify amount: square feet

☑ f. ACM will not be disturbed during the scope of work. Specify amount of ACM present: 600SF square feet linear feet

All ACM specified in " b" , " d" , or " e" must be removed in accordance with the DEP Asbestos Rules or NYS DOL ICR56.*

12. RESULTS OF BUILDING SURVEY AND HAZARD ASSESSMENT:

FLOOR (including cellar and basement)	DESCRIBE SECTION OF FLOOR (e.g. entire, east wing, room #, boiler room, lobby, etc.)	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT YES	ASBESTOS PRESENT NO	ASSUMED ACM
1-4	INTERIOR WALL	PLASTER	12	☐	☑	
1-4	KITCHEN FLOORS	TILE 600SF	0	☑	☐	ASSUMED
				☐	☐	
				☐	☐	
				☐	☐	
				☐	☐	
		Photos Taken		☐	☐	

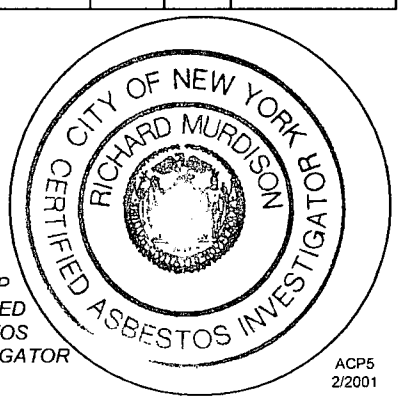
13. Analytical Laboratory Ameri Sci

14. ELAP # 11480 15. Date(s) Samples Analyzed 4/3/2008
NYS DOH CERTIFICATION

16. I hereby declare the information provided herein is true and complete.

Richard Murdison 105879 4/4/2008 516-984-4315
NYC DEP Certified Asbestos Investigator's Signature *Certificate Number* *Date* *Daytime Telephone Number*

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



Any modification or deviation from information provided on this form must be reported immediately in writing directly to the NYCDEP. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion.

* In-plant operations, as defined in §56-3.1 of ICR56, are not permitted in New York City.

ACP5
2/2001

SCHEDULE H

FEE TITLE DESCRIPTION

FEE TITLE DESCRIPTION

A “Residential Unit,” as hereinafter referred to, shall be defined, as follows:

> The approximate (within reasonable tolerances) physical dimensions of each Residential Unit consist of the area measured horizontally from the exterior face of the exterior walls to the centerline of walls separating one Residential Unit from corridors, stairs and other mechanical spaces or any common elements (as herein defined). Each Residential Unit will consist of the area measured vertically from the top of the structural slab to the underside (of any fire protection) of the structural members above.

SCHEDULE I

DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM

82 STERLING PLACE CONDOMINIUM
CONDO

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED AT 82 STERLING PLACE,
BROOKLYN, NEW YORK 11217
BOROUGH OF BROOKLYN
KINGS COUNTY, CITY AND STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

DECLARANT: **82 STERLING PLACE, LLC**
190 5th Avenue
Brooklyn, New York 11217

DATE OF DECLARATION:

BLOCK: 945

FKA LOT: 13

NKA LOTS:

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Darren Stakey, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

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PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF 82 STERLING PLACE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Brooklyn, Kings County, City and State of New York on this ___ day of _____, 202__, 82 Sterling Place, LLC, a New York limited liability company, organized and existing under the laws of the State of New York, with an office situated in Brooklyn, New York, hereinafter referred to as the "Declarant" or "Sponsor" represented in this Declaration by Aran Scott, who is fully empowered and qualified to execute this Declaration on behalf of the company does hereby state:

FIRST: SUBMISSION OF PROPERTY.

By this Declaration the Sponsor submits the property described in this Declaration, including the land and the Building and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: DESCRIPTION OF PROPERTY.

The Sponsor owns all that certain plot, piece, or parcel of land, with the Building and improvements thereon erected, situate, lying and being at 82 Sterling Place in the Borough of Brooklyn, Kings County, City and State of New York, and more particularly bounded and described on Schedule A annexed hereto and made a part hereof. The Condominium will consist of four (4) Residential Units with Common Elements located in a 4-story (1st, 2nd, 3rd, 4th) walk-up Building with a cellar. The architect who prepared and certified the Plans is: Paul Christakos of Paul Christakos Architecture, PLLC with an address at 23-83 33rd Street, Astoria, New York 11105.

THIRD: DEFINITIONS.

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

1. "Annual Meeting" – The meeting of the Residential Unit Owners of the Condominium held on a yearly basis or such other convenient date as the Board of Managers may designate subsequent to the First Annual Meeting.

2. "Board of Managers" - The governing body of the Condominium responsible for its affairs.

3. “Board Member” or “Member” – Each individual representative elected, designated or appointed to the Board of Managers.

4. “Building” - The one (1) building including the Residential Units and Common Elements of the Condominium.

5. “By-Laws” - The document governing the operation of the Condominium.

6. “Common Charges” - Each Residential Unit Owner’s proportionate share of Common Expenses of the Condominium.

7. “Common Elements” - All portions of the Condominium, other than the Residential Units. The Common Elements are divided as follows:

   (a) General Common elements which are Common Elements shared by all Residential Unit owners; and

   (b) Individual Residential Unit’s Limited Common Elements which are Common Element for the exclusive use of an individual Residential Unit Owner or Owners.

8. “Common Expenses” - (a) Expenses incurred by all Residential Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration or operation of, and any alteration, addition or improvement to the General Common Elements and to any Individual Residential Unit’s Limited Common Elements that have been delegated to the Condominium pursuant to the Declaration and/or the By-Laws; and (b) All sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws.

9. “Condominium” – 82 Sterling Place Condominium, which includes the Residential Unit Owners, the Residential Units, and the Common Elements. The term “Condominium” is as used in Article 9-B of the Real Property Law.

10. “Condominium Act” - Article 9-B of the Real Property Law of the State of New York.

11. “Condominium Documents” - The Declaration of Condominium, the By-Laws, the As-Built Floor Plans of the Residential Units, and the Condominium Residential Unit Designation Map (as provided in the Condominium Act) as the same may be amended from time to time.

12. “Declarant” or “Sponsor” – 82 Sterling Place, LLC, a New York limited liability company and its successors, assigns and designees.

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

14. “First Annual Meeting” – The date of the first annual meeting of the Residential Unit Owners as disclosed in the Offering Plan.

15. “First Board of Managers” - The initial Board Members of the Board of Managers appointed by the Sponsor.

16. “Grantee” – The person to whom an interest in real property is conveyed.

17. “Grantor” – The person conveying an interest in real property.

18. “Institutional Mortgage” - A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Sponsor, its successor, designee or assignee to a purchaser of a Residential Unit or in which the Sponsor, its successor, designee or assignee participates with one of the above.

19. “Officer” – One (1) of the officers of the Condominium chosen by the Board of Managers as provided for in Article IV of the By-Laws of the Condominium including the President, Vice President, Secretary and Treasurer.

20. “Percentage of Common Interest” - The proportionate, undivided interest each Residential Unit Owner has in the Common Elements.

21. “Property” – The overall area of the Condominium as described in Exhibit A.

22. “Rules and Regulations” – The Rules and Regulations contained in Article VIII of the By-Laws as the same may be amended, rescinded, altered, waived, or added to by the Board of Managers.

23. “Residential Unit” – A Residential Unit includes all the Residential Units in the Condominium as designated in Schedule B.

24. “Residential Unit Owner” – A Residential Unit Owner includes all the Residential Unit Owners in the Condominium.

25. “Right of First Refusal” – The right of the Board of Managers to match a sale or lease of a Residential Unit as detailed in Article XI of the By-Laws.

26. "Special Assessment" – A Common Expense of the Condominium that is not included in the monthly Common Charges applicable to a Residential Unit.

27. "Special Meeting" – A meeting of the Residential Unit Owners called pursuant to Article II, Section 10 of the By-Laws.

28. "Sponsor Control Period" – The period of time the Sponsor has the right to retain control of the Board of Managers of the Condominium. During the Sponsor Control Period, the Sponsor will be in control of the Board of Managers and will de facto manage the Condominium.

29. "Turnover Meeting" – The meeting held within thirty (30) days of expiration of the Sponsor Control Period, at which the Residential Unit Owners shall elect Members of the Board of Managers.

30. "Unsold or Untitled Residential Unit" - Any Residential Unit in which title is retained by the Sponsor and any successors or assigns or designees until such time as the same has been sold and title conveyed to a third party. It shall not include a Residential Unit which is used for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns or designees.

FOURTH: COMMUNITY/MEASUREMENT OF RESIDENTIAL UNIT.

A. Community - The Sponsor is constructing on the described parcel a Condominium Community known as the 82 Sterling Place Condominium, according to the plans previously filed or filed simultaneously with the recording of this Declaration in the New York City Register's Office, which plans set forth a description of the Building stating the number of stories and number of Residential Units. The architect who prepared and certified the plans is: Paul Christakos of Paul Christakos Architecture, PLLC with an address at 23-83 33rd Street, Astoria, New York 11105.

The Condominium will consist of four (4) Residential Units with Common Elements located in a 4-story (1st, 2nd, 3rd, 4th) walk-up Building with a cellar.

Each of the Residential Units has access to a public street upon which the Condominium abuts by means of a walkway, hallway, or lobby. For the purposes of describing the location of the Building, approximate area, type and number of rooms of each Residential Unit and the Common Elements to which each Residential Unit has immediate access, each Residential Unit is described as shown on Schedule B annexed hereto. Each Residential Unit will be sold to one or more Residential Unit Owners, each Residential Unit Owner obtaining fee ownership, together with an undivided Percentage of Interest in the Common Elements of the Condominium, as listed hereinafter in this

Declaration and referred to as the "Common Elements," all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Sponsor and the Residential Unit Owner at the time of construction of the Residential Unit.

The aforesaid Condominium has a plot area of approximately 2,000 square feet.

B. Measurement of Residential Units – The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from the exterior side of the exterior wall (columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits are not deducted from measurement of each Residential Unit) to the centerline of the partitions separating one Residential Unit from another Residential Unit, or separating one Residential Unit from corridors, stairs, and mechanical equipment spaces or any Common Elements not within a Residential Unit or to the exterior side of the opposite exterior walls. Each Residential Unit is measured vertically from the top of the concrete floor slab below to the underside of the ceiling. Any Common Element located within a Residential Unit will not be considered a part of such Residential Unit.

FIFTH: COMMON ELEMENTS

The Common Elements will consist of the entire Property, including all parts of the Condominium and improvements thereon, other than the Residential Units, and will consist of the following:

1. General Common Elements – General Common Elements are those shared by all Residential Unit Owners and include all portions of the Condominium except for the individual Residential Units, and the Individual Residential Unit's Limited Common Elements, and include without limitation the following:

a. The land on which the Condominium is erected and all other land within the boundaries of the Property that is not restricted for the exclusive use of Residential Unit #1, #2, #3 or #4, respectively, as a Limited Common Element thereof;

b. All portions of the roof of the Building, including any gutters and leaders, ladders, parapets, roof drains, flashing, copings and bulkheads that are not restricted for the exclusive use of Residential Unit #1, #2, #3 or #4, respectively, as a Limited Common Element, and which are intended for the common use, service or benefit of the entire Building;

c. All exterior walls of the Building;

d. All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Residential Unit and any interior load bearing walls that are not part of a Residential Unit;

e. Stairs, stairways, common hallways which do not exclusively service or are not located wholly within a Residential Unit, and entrances and exits to and from the Condominium other than entrances to the individual Residential Units;

f. All improved and unimproved areas of the Condominium located outside the boundaries of the Residential Units that is not restricted for the exclusive use of any Residential Unit Owner as a Limited Common Element and which is intended for the common use of the Residential Unit Owners;

g. All central and appurtenant installations for services such as power, light, telephone, television, any gas, hot and cold water and heat (including all boilers, pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces, including but not limited to refuse rooms, utility meters, telephone and cable rooms and storage areas (as applicable) that are intended for the common use of the Condominium;

h. All drainage systems, sanitary systems, sanitary house lines, house trap, sewers and/or storm sewer, pipes, drywells, or detention tanks or facilities intended for the common use of the Condominium;

i. Any heating, cooling or other mechanical system located in the Common Elements intended for the common use of the Condominium;

j. The intercommunication system and equipment intended for the common use and service of the Condominium;

k. Any rooms located in the cellar that are designated to facilitate water, sewer, sprinkler, mechanical, any gas, electric, fire protection or alarm system services or storage for the common benefit of residents of the Condominium, subject to the Board’s right to restrict access to authorized personnel;

l. Any fences on the Property of the Condominium;

m. All tanks, pumps, motors, fans, compressors, and control equipment intended for the common use of the Condominium;

n. The fire escapes and any sprinkler systems located in the Common Elements and intended for the common use of the Condominium;

o. Any plantings and landscaping intended for the common use of the Condominium;

p. Any pedestrian walkways, stairways or ramps intended for the common use and service of the Condominium;

q. All flues, chimneys and vent caps for the common use and service of the Condominium; and

r. All other parts of the Condominium, Building and all apparatus and installations existing in the Building or Property for common use and necessary or convenient to the existence, maintenance, or safety of the Condominium.

2. Irrevocably Restricted Areas/ Individual Residential Unit's Limited Common Elements - Certain portions of the Common Elements are irrevocably restricted in use to specified Residential Units subject to the right of the Board of Managers of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Residential Unit or Common Elements, no matter how designated, and subject to the Rules and Regulations of the Board of Managers. Said irrevocably restricted Common Elements are also referred to as an Individual Residential Unit's Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Residential Unit Owner. Following are descriptions of the irrevocably restricted Individual Residential Unit's Limited Common Elements:

a. Any hot water tank, boiler, air conditioning condenser, heat pumps and any other heating, cooling or other mechanical system exclusively servicing an individual Residential Unit that is located in or on the Common Elements, including, without limitation, the air conditioning condenser units located on the roof of the Building and in the rear yard;

b. Any portion of a hot water flue exclusively servicing an individual Residential Unit that is located in the Common Elements;

c. The rear yard, including, without limitation, the rear yard areaway, open deck, stairs, pavers raised garden and trellis therein, appurtenant to Residential Unit #1;

d. The balcony appurtenant to Residential Unit #3;

e. The balcony appurtenant to Residential Unit #4;

f. Any other area not included in a Residential Unit that is restricted in use to and/or exclusively services or benefits such Residential Unit; and

g. All apparatus, installations, systems equipment, and facilities in the Common Elements (including pipes, wire ducts, vents, cables, conduits, and lines) which will serve or benefit a Residential Unit exclusively.

3. Provisions Applicable to All Common Elements

a. The Common Elements shall remain undivided and no Residential Unit Owner shall bring any action for partition or division unless otherwise provided by law.

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

c. The Percentage of Common Interest in the Common Elements established herein shall not be changed except with the consent of all of the Residential Unit Owners affected as expressed in a duly recorded amendment to this Declaration.

d. The Percentage of Common Interest in the Common Elements shall not be separated from the Residential Units to which it appertains and shall be deemed conveyed or encumbered with the Residential Units even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SIXTH: EASEMENTS.

Every Residential Unit Owner shall have an easement in common with the owners of other Residential Units to maintain and use all mechanical equipment, pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Residential Units and/or an Individual Residential Unit's Limited Common Element and servicing such Residential Unit Owner's Residential Unit. Each Residential Unit shall be subject to an easement in favor of the Residential Unit Owners of other Residential Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Residential Units located in such Residential Unit and/or an Individual Residential Unit's Limited Common Elements. The Board of Managers shall have a right of access to each Residential Unit and/or Individual Residential Unit's Limited Common Elements for maintenance, repair or improvements to any mechanical equipment, pipes, sewers and/or drainage lines, wires, conduits and public utility lines and any other equipment or infrastructure located in any Residential Unit and/or Individual

Residential Unit's Limited Common Elements and servicing the Building, the Condominium Property and/or any other Residential Unit or causing damage or in imminent danger of causing damage to the Building, the Condominium Property and/or any other Residential Unit or any Common Element, no matter how classified. The cost of such maintenance, replacement and/or repairs shall be a Common Expense unless any damage was the result of the negligence of a Residential Unit Owner or tenant, occupant, employee or other person a Residential Unit Owner may be responsible for, in which case the cost of such maintenance, replacement and/or repairs shall be the responsibility of the Residential Unit Owner who is responsible or whose tenant, occupant, employee or other person the Residential Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair, replacement, inspection and/or improvement whether such Common Elements are restricted or not. All mechanical equipment, pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Residential Unit for the exclusive use of a Residential Unit shall be maintained by such Residential Unit Owner at the Residential Unit Owner's sole cost and expense. Any portion of such mechanical equipment, pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in an Individual Residential Unit's Limited Common Elements that service two (2) or more Residential Units will be a General Common Element and all maintenance, repairs, improvements and replacement thereto shall be a Common Expense and the responsibility of the Condominium.

The Board of Managers and their agents, employees and contractors shall have an easement for access in, over and through the entire Condominium (including all Common Elements, no matter how classified, and the individual Residential Units) for the purpose of maintenance, repair, improvement and/or replacement to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Residential Unit or any other Common Element, no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Access to a Residential Unit and any Individual Residential Unit's Limited Common Element shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Residential Units, or the Common Elements (no matter how classified) or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

Each utility and cable company servicing any mechanical equipment, water pipes, sewer lines, sewer pipes, drainage lines or pipes, any gas pipes, electric lines, electric wires, cable lines, cable towers, conduits or any other facility the utility or cable company services in or on the Property of the Condominium, shall have a right of access in, under,

over and through the Property of the Condominium (including all Common Elements, no matter how classified and the individual Residential Units) for maintenance, repair, inspections, improvements and/or replacement to any mechanical equipment, water pipes, sewer lines, sewer pipes, drainage lines or pipes, any gas pipes, electric lines, electric wires, cable lines, cable towers, conduits or any other facility the utility or cable company services in or on the Property of the Condominium. Access in, under, over and through the Property of the Condominium shall be exercised in such a manner as shall not unreasonably interfere with the use of any Residential Unit for its permitted purposes by its owner, tenants or occupants unless access is immediately necessary for the preservation or safety of the Condominium or its Property, or the Residential Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

The Board of Managers shall have the right to grant such additional electric, any gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Residential Unit for its permitted purposes unless required by law. Access in, under, over and through the Property of the Condominium shall be exercised in such a manner as shall not unreasonably interfere with the use of any Residential Unit for its permitted purposes by its owner, tenants or occupants unless access is immediately necessary for the preservation or safety of the Condominium or its Property, or the Residential Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

The Board of Managers shall have an easement in, through, under and over the Residential Units and/or Individual Residential Unit's Limited Common Elements for access, installation, inspection, maintenance, repair and replacement of any flues, vents, air-conditioning, any gas, heating, ventilating, water and other mechanical equipment, lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

Sponsor shall have and each Residential Unit Owner shall be deemed to grant a right of access in, under, over and through the Residential Unit and/or Individual Residential Unit's Limited Common Elements to Sponsor or its designee, assignee or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, inspection, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements, no matter how classified, and/or the Residential Units.

The Board of Managers will have an easement in and through Residential Unit #1 and its Limited Common Elements for access to adjacent installations, including, but not limited to, installations in the rear yard, rear yard areaway and raised garden, and the water, electrical and/or mechanical room(s) located on the cellar level, as well as an easement in and through Residential Unit #2 and any Limited Common Elements for access to adjacent installations, as well as an easement in and through Residential Unit #3 and its Limited Common Elements for access to adjacent installations, including, but not limited to, those located on Residential Unit #3's balcony, as well as an easement in and through Residential Unit #4 and its Limited Common Elements for access to adjacent installations, including, but not limited to, those located on Residential Unit #4's balcony, all of which easements will be for maintenance or repair and/or for any other reason the Board of Managers may need access to same. The Board of Managers shall provide the applicable Residential Unit Owner(s) with a minimum of three (3) days' notice in the event access is necessary, unless access is required for an emergency or to protect the health and safety of the residents. In such an event, no notice is required.

The Owner(s) of Residential Units #2, #3 and #4 will each have an easement in and through such portion(s) of Residential Unit #1 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s).

The Owner(s) of Residential Units #1, #3 and #4 will each have an easement in and through such portion(s) of Residential Unit #2 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s).

The Owner(s) of Residential Units #1, #2 and #4 will each have an easement in and through such portion(s) of Residential Unit #3 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s).

The Owner(s) of Residential Units #1, #2 and #3 will each have an easement in and through such portion(s) of Residential Unit #4 and its appurtenant Limited Common Elements as needed for the limited purpose of effectuating maintenance, repair or replacement of any installation or equipment that is the responsibility of such Owner(s).

Any Residential Unit Owner seeking access to or through another Residential Unit Owner's Unit and/or appurtenant Limited Common Elements shall provide the Residential Unit Owner with a minimum of three (3) days' notice thereof, unless access is required for an emergency or to protect the health and safety of the residents. In such an event, no notice is required.

The Board of Managers will have and each Residential Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and any Individual Residential Unit's Limited Common

Elements that have been delegated to and are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Residential Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain, repair and/or replace any encroachment on any Residential Unit or Common Elements, no matter how designated, resulting from the repair, alteration, rebuilding, restoration and/or replacement of the General Common Elements or Individual Residential Unit's Limited Common Elements.

Each Residential Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Residential Unit will be subject to an easement of support and necessity in favor of all other Residential Units and the Common Elements, no matter how designated.

Each Residential Unit will have an easement for lateral and vertical support among all adjoining Residential Units and Common Elements.

Any easements granted to Sponsor, the Board of Managers, any Residential Unit or any Residential Unit Owner under the Declaration of Condominium and the By-Laws may be exercised by such Sponsor's, Board of Managers' or Residential Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Residential Unit Owner or Board of Managers.

Each Residential Unit Owner will have a right and easement to use its Residential Unit and the Individual Residential Unit's Limited Common Elements, subject to and in accordance with the terms and conditions of the Declaration of Condominium and By-Laws.

All Residential Unit Owners, residents, guests, tenants and anyone else needing access to a Residential Unit shall have an easement of ingress and egress, in, through and over the Property of the Condominium, including the Common Elements regardless of how classified for access to their Residential Unit.

The Board of Managers on behalf of the Condominium will have an easement and unlimited access to all Residential Units and to any Individual Residential Unit's Limited Common Elements for the purpose of making inspections, maintenance, repairs and replacement of any General Common Elements and any Limited Common Elements of the Condominium that the Condominium may be responsible to maintain, repair and/or replace.

All users of, and visitors, to the Building will have an easement through all parts of the Condominium, from and including, without limitation, the roof of the Building over and

through the fire escape ladders anchored to the rear façade of the Building, and over and through the rear yard appurtenant to Unit #1 as a Limited Common Element thereof, for emergency egress. In addition, the Board of Managers, Residential Unit Owners and their respective contractors will have an easement through the General Common Elements comprising the hatch to the rooftop, which is accessed by a ladder located with the fourth-floor stair enclosure, for access to equipment, including without limitation, the three (3) air conditioning condenser units located on the roof, for the limited purpose of effectuating any maintenance, repair or replacement of facilities which are the responsibility of such party to maintain, repair or replace.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through all areas of the Property. This provision may not be amended by the Residential Unit Owners in the Condominium.

Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

SEVENTH: SERVICE OF PROCESS:

The Board of Managers on behalf of the Condominium designates the Secretary of State of New York as its agent for service. Service of process on the Residential Unit Owners in any action with relation to the Common Elements shall be made upon the Secretary of State as the agent of the Board of Managers of the Condominium. The post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Secretary of State as agent for service of this Condominium during the period the Sponsor controls the Board of Managers is: c/o 82 Sterling Place, LLC, 190 5th Avenue, Brooklyn, New York 11217. Once the Sponsor no longer controls the Board of Managers, the Board of Managers must notify the Secretary of State that the post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Board of Managers as agent of this Condominium is: c/o Board of Managers, 82 Sterling Place Condominium, 82 Sterling Place, Brooklyn, New York 11217 or such other address as the Board of Managers of the Condominium selects.

EIGHTH: PERCENTAGE OF COMMON INTEREST.

Each Residential Unit Owner shall have such Percentage of Common Interest in the Common Elements as is set forth in Schedule B attached hereto and shall be responsible for its pro rata share of the Common Expenses of the Condominium based upon such Percentage of Common Interest except as otherwise described in the Declaration or By-Laws. Each Residential Unit Owner shall have one vote for each

Residential Unit owned by a Residential Unit Owner for all voting purposes at any meeting of the Residential Unit Owners. The Percentage of Common Interest of each Residential Unit has been 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and overall dimensions of the particular Residential Unit. Said method of determining the Percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

NINTH: ADMINISTRATION.

The administration of the Condominium, and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Exhibit B.

TENTH: AMENDMENTS AND WITHDRAWAL.

1. The dedication of the Property to Condominium ownership herein shall not be revoked or the Property withdrawn from Condominium ownership unless eighty (80%) percent of the Residential Unit Owners in number and in common interest and the first mortgagees, if any, of each of these same Residential Units agree to such revocation or removal of the Property from the Plan by duly recorded instruments.

2. The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of all of the Residential Unit Owners in number held at a duly called meeting of the Residential Unit Owners, provided however, that:

a. No amendment altering a Residential Unit Owner's Percentage of Common Interest shall be made without the consent of all Residential Unit Owners affected.

b. No amendment shall be passed which shall affect, impair, or prejudice the validity, interest, rights, and priorities of mortgagees.

c. No amendment, modification, addition, or deletion of, to or from this Declaration, the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its successors, assigns or designees or against any Unsold Residential Unit, as long as the Sponsor, its successors, assigns, or designees owns an Unsold Residential Unit in the Condominium unless the Sponsor, its successors, assigns or designees has given its prior written consent thereto. This provision is not subject to amendment.

d. The Declaration may not be altered, amended or repealed in such a manner as would adversely affect the Sponsor, its successors, assigns or designees without the written consent of the Sponsor, its successors, assigns or designees. This provision is not subject to amendment.

e. The Board of Managers and the Sponsor, as long as the Sponsor owns an Unsold Residential Unit in the Condominium, shall have the right to amend the Declaration of Condominium without the vote or consent of the Residential Unit Owners or the holders of any Residential Unit mortgages and to execute and record in the New York City Registrar's Office, such amendment as may be required to reflect (i) changes in the Declaration of Condominium (including Schedule B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections; or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium, or (v) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association (FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or State or Local Funding Agencies. In connection therewith, each Residential Unit Owner upon becoming a Residential Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Sponsor to amend the Declaration of Condominium for said purposes.

f. In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Residential Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General Common Elements or Individual Residential Unit's Limited Common Elements, or rights to their use; boundaries of any Residential Unit; convertibility of Residential Units into Common Elements or vice versa; expansion or contraction of the project, or

the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Residential Units contained in Article XI of the By-Laws; imposition of any restrictions on a Residential Unit Owner's right to sell or transfer the Residential Unit Owner's Residential Unit; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. In order to comply with this provision of the Declaration all Residential Unit Owners are required to provide the Board of Managers with their current mortgage holder when requested by the Board of Managers and whenever a Residential Unit Owner obtains a new mortgage.

There shall be a presumption for a period of eight (8) days subsequent to the recording of the amendment that the vote of the Residential Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the eight (8) day period such presumption will be deemed conclusive.

3. The Sponsor, its successors, assigns and purchasers of undeveloped or unsold Residential Units shall have the right without vote or consent of the Residential Unit Owners, the Board of Managers or the holders of Residential Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Register's Office of the City of New York, and elsewhere, if required by law, an amendment or amendments to this Declaration (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans and/or amended As-Built Floor Plans, Condominium or Unit Designation Map filed as part of an amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Residential Units as built, or (ii) utility easements, or (iii) technical corrections to the Declaration and By-Laws to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of this Declaration to conform the model type, square footage and type and number of rooms and any other required

information for a specified Residential Unit, so long as the appurtenant Percentage of Common Interest does not change for said Residential Unit subject to the rights provided in subsections 3 (v), (vii) and (viii) hereof or (v) to amend Schedule B prior to the first closing, to effect a change in the Percentage of Common Interest of all or specific Residential Units and revise Schedule B accordingly or (vi) to amend Schedule B of this Declaration to assign or revise a Residential Unit's Individual Residential Unit's Limited Common Elements appurtenant to another Residential Unit or (vii) to amend Schedule B of this Declaration to consolidate or subdivide Residential Units subject to all necessary approvals by the Building Department of the City of New York, or other municipality or administrative agency, to revise the square footage and type and number of rooms and any other required information for a specified Residential Unit and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Residential Units that were consolidated or subdivided, or (viii) to effectuate permissible changes in unsold Residential Units including the Percentage of Common Interest of one (1) or more of the Unsold Residential Units as long as it does not change the Percentage of Common Interest of a sold Residential Unit and to amend Schedule B accordingly, or (ix) to amend Schedule B to make technical corrections to said Schedule including, but not limited to, square footage of Residential Units, assign or revise Individual Residential Unit's Limited Common Elements appurtenant to a Residential Unit or to revise the number and description of rooms contained in a Residential Unit or (x) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (xi) to make corrections that are patent errors, inconsistencies, scrivener's errors and technical errors, or (xii) to comply with any federal, state or city law or regulation that may affect the Condominium; or (xiii) the carrying out of other provisions of the Offering Plan of the Condominium. Each Residential Unit Owner upon becoming a Residential Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Residential Units to amend the Declaration of Condominium for the above purposes.

4. Any amendment to this Declaration shall not take effect until it is recorded in the New York City Register's Office.

Regardless of any other provision of this Declaration, no action for partition or division of the Common Elements shall be brought nor shall this plan of condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

ELEVENTH: SUBJECT TO DECLARATION, BY-LAWS, ETC.

All present or future Residential Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Residential Units of the Condominium or the mere act of occupancy of any of said Residential Units shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Residential Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof. Any and all leases and agreements for rental or use of a Residential Unit shall contain a provision that the tenant or individual and/or entity entering into the lease and/or any other agreement for use of a Residential Unit shall accept and abide by the provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium.

TWELFTH: COMMON CHARGES.

Common Expenses of the Condominium shall be determined by the Board of Managers of the Condominium. The Common Expenses of the Condominium shall be assessed to and paid by the Residential Unit Owners of the Residential Units based upon each Residential Unit's Percentage of Common Interest as reflected in Schedule B of this Declaration, except as provided below pursuant to Section 339-m of the Condominium Act. The assessments paid by the Residential Unit Owners towards the Common Expenses of the Condominium shall be referred to as "Common Charges". All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Residential Unit Owner shall constitute a lien on the Residential Unit Owner's Residential Unit prior to all other liens except: (a) tax or assessment liens on the Residential Unit by the taxing subdivisions of any governmental authority, including but not limited to State and City taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Residential Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees and costs of collection (but such right shall not be a lien against the Residential Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Residential Unit Owners as a Common Expense. Each Residential Unit Owner shall be personally liable for all unpaid Common Charges and any Special Assessments.

Notwithstanding the above, pursuant to Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses based on special or exclusive use or availability or exclusive control of particular Residential Units or Common Elements by particular Residential Unit Owners. In the event of any dispute as to the allocation of Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XII of the By-Laws of the Condominium.

In addition to the Board's right to bring an action to foreclose a lien on a Residential Unit Owner's Residential Unit, the Board (on behalf of the Residential Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event, the Condominium shall be entitled to recover all costs of suit including reasonable attorneys' fees.

In addition to the Board's right to bring an action to foreclose a lien on a Residential Unit Owner's Residential Unit, the Board (on behalf of the Residential Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event, the Condominium shall be entitled to recover all costs of suit including reasonable attorneys' fees.

Every Residential Unit Owner shall pay the Common Charges assessed against the Residential Unit Owner when due as determined by the Board of Managers and no Residential Unit Owner may be exempt from liability for the payment of the Common Charges assessed against the Residential Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Residential Unit. No person or entity who is a Residential Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by the Residential Unit Owner of such Residential Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

Notwithstanding any other provision in this Declaration or the By-Laws any mortgagee of an Institutional Mortgage as defined herein who obtains title to a Residential Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Residential Unit's unpaid Common Charges accrued before acquisition of the title to the Residential Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Residential Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special

Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

THIRTEENTH: RESIDENTIAL UNITS ACQUIRED BY THE BOARD.

In the event any Residential Unit Owner shall convey their Residential Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Residential Unit at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Residential Unit or the rights to the lease of such Residential Unit shall be held by the Board of Managers or its designee on behalf of all of the other Residential Unit Owners.

FOURTEENTH: POWER OF ATTORNEY.

Each Residential Unit Owner shall irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers (the "Board of Managers") of the Condominium and/or the Sponsor (as applicable) and their successors and/or assigns, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf to take the following actions:

1. To the Board of Managers the right to acquire or lease any Residential Unit, together with its Common Interest whose Residential Unit Owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired, or to sublease any Residential Unit so leased, without the necessity of further authorization by the Residential Unit Owners, on such terms as the attorneys-in-fact may determine.

2. To the Board of Managers the right to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Residential Units, including retaining counsel and taking any other action which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board or Managers deems necessary or appropriate.

3. To the Sponsor the right to amend the Condominium Declaration and to effectuate the rights granted to Declarant and Residential Unit Owners under the Declaration as set forth in this Article Fourteenth.

4. To the Board of Managers the right to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Residential Unit, including, but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium.

5. To the Board of Managers, the Declarant and their successors, designees and/or assigns the right to amend the Declaration and the By-Laws for the purposes set forth therein and herein.

6. To the Board of Managers and the Declarant the right to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

FIFTEENTH: ENCROACHMENTS.

The Residential Unit Owners agree that if any portion of a Residential Unit or the Common Elements (no matter how classified) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt the Residential Unit Owners agree that encroachments of any portion of the Residential Unit or the Common Elements shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

SIXTEENTH: RESIDENTIAL UNIT OWNERSHIP.

Upon the conveyance of title, via deed or otherwise, to a Residential Unit, a Purchaser shall automatically become a Residential Unit Owner in the Condominium and

shall remain such until such time as the Residential Unit Owner ceases to own the Residential Unit for any reason.

SEVENTEENTH: USE OF RESIDENTIAL UNITS.

Residential Units shall be restricted to Residential Occupancy in accordance with the applicable zoning and use regulations and requirements of the City of New York.

EIGHTEENTH: CONVEYANCE OF A RESIDENTIAL UNIT.

In any conveyance of a Residential Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Residential Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges and any Special Assessments against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefore. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the Grantor and such Grantee shall not be liable for, nor shall the Residential Unit conveyed be subject to a lien for any unpaid Common Charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include the holder of an Institutional Mortgage as provided in Article Twelfth of this Declaration.

NINETEENTH: COVENANT OF FURTHER ASSURANCES.

If any Residential Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within a reasonable period of time to be determined by the Board of Managers after request thereof, to take any action which the Residential Unit Owner or such other party is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Residential Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Residential Unit Owner, or other party and such document or action shall be binding on such Residential Unit Owner or other party.

If any Residential Unit Owner or the Board of Managers or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within a reasonable period of time to be determined by the Board of Managers after request therefor, to take any action that the Board of Managers, any Residential Unit Owner, or other party is required to take pursuant to this Declaration at the request of Sponsor or Sponsor's designee, then Sponsor or Sponsor's designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Residential Unit Owner, or other party, which power shall be deemed to

be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Residential Unit Owner, or other party, and such document or action shall be binding on the Board of Managers, such Residential Unit Owner, or other party, as the case may be.

Each Residential Unit Owner will have the affirmative duty to maintain its respective Residential Unit in such a manner so as to reasonably prevent and avoid inflicting harm to other Residential Units, the Common Elements (no matter how classified) or the Building. In addition to any other remedies and/or rights the Board of Managers may have in this Declaration, the By-Laws and/or the Rules and Regulations of the Condominium, in the event any Residential Unit Owner causes or permits any condition, or fails to take any action to prevent a condition, that has a deleterious effect on another Residential Unit, any Common Element (no matter how classified) or the Building, the Condominium Board will give written notice to such Residential Unit Owner including a request that the Residential Unit Owner take specific steps to ameliorate such a condition ("Remedy Notice"). If the Residential Unit Owner fails to remedy the condition within a reasonable period of time as provided in such Remedy Notice, the Board of Managers may, upon additional notice to the Residential Unit Owner within a reasonable period of time to be determined by the Board of Managers, enter into the Residential Unit and effect a reasonable remedy, at the Residential Unit Owner's sole cost and expense.

TWENTIETH: RULES AND REGULATIONS.

The use of the Residential Unit by the Residential Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers contained in Article VIII of the By-Laws as they may be amended, rescinded, modified, altered, waived or repealed pursuant to the provisions of Article VIII of the By-Laws.

TWENTY-FIRST: FIRST LIEN HOLDER'S RIGHTS.

1. Notices of Action. A holder, insurer, or guarantor of a first mortgage, upon written request to the Condominium, (such request to state the name and address or such holder, insurer or guarantor and the Residential Unit number), shall be entitled to timely written notice of:

    a. Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Residential Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the General Common Elements, Individual Residential Unit's Limited Common Elements appertaining to any Residential Unit, Residential Units or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Residential

Unit or (iv) the purposes to which any Residential Unit or the Common Elements are restricted;

b. Any proposed termination of the Condominium regime;

c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Residential Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

d. Any delinquency in the payment of assessments or charges owed by a Residential Unit Owner of a Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, which such delinquency has continued for a period of eight (8) days;

e. Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium; and

f. Any proposed action that requires the consent of a specified percentage of mortgagees.

2. Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units eligible to vote that are subject to mortgages held by such eligible holders are allocated, is obtained;

b. Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Property must require the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units eligible to vote that are subject to mortgages held by such eligible holders are allocated; and

c. Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the

Condominium project may be effected without the approval of the eligible holders of first mortgages on Residential Units to which at least eighty (80%) percent of the votes of Residential Units eligible to vote that are subject to mortgages held by such eligible holders are allocated.

As used in this section, the term “eligible holder, insurer or guarantor” shall mean a holder, insurer or guarantor of a first mortgage on a Residential Unit in a Condominium which has requested notice in accordance with the provisions of (a) above. Notwithstanding the forgoing, the Declarant shall have the right to amend this Declaration, without consent of Residential Unit Owners or the Board of Managers, to provide that a holder, insurer, or guarantor of a first mortgage shall automatically be deemed an “eligible holder, insurer or guarantor” upon becoming same without the requirement of having to request notice in accordance with the provisions of (a) above.

TWENTY-SECOND: SPECIAL RIGHTS OF SPONSOR.

Notwithstanding anything to the contrary contained herein, Sponsor and its successors, assignees and/or designees shall have, in addition to the rights granted elsewhere in the Declaration, By-Laws and/or Rules and Regulations, the right, without requiring the consent of either the Condominium’s Residential Unit Owners or its Board of Managers, and without charge or limitation, to exercise any and all of the following:

1. The right to have its employees, contractors, subcontractors, and sales agents present on the properties and to make improvements to the Condominium.

2. The right to erect and maintain signs and other promotional materials (including, without limitation, “For Sale”, and “For Rent” signs), in connection with the promotion, sale, leasing, management, or operation of the Residential Units or any other property, development or community the Sponsor, its successors, assigns or designees so prescribe for the life of the Condominium.

3. The right to use any one (1) or more Residential Units as:

    a. model Residential Units,

    b. offices for the promotion, sale, rental, management and/or operation of any unsold Residential Units,

    c. offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or

on behalf of, Sponsor with respect to the Common Elements and/or the Residential Units; or any unsold Residential Units; and/or

d. for any other purpose.

4. The right to use any office in the Condominium for its exclusive use until such time as Sponsor no longer owns any Residential Units in the Condominium.

5. The right to do and cause to be done all of the things that are necessary, desirable, or appropriate (including, without limitation, the use of the Common Elements, including any recreation facilities, the Residential Units, and any unsold Residential Units) for the purpose of:

a. the promotion, sale, rental, management and/or operation of any unsold Residential Units,

b. the performance and completion of installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Sponsor with respect to the Common Elements, and/or

c. the exercise performance and discharge of Sponsor's other rights and obligations under this Declaration, the By-Laws and/or the Rules and Regulations.

6. The right to make any other changes required by the Building Department of the City of New York or any other agency of the City of New York or other municipal or administrative agency.

In no event, however, shall Sponsor or such designee be entitled to use any portion of the Common Elements in such a manner as will unreasonably interfere with the use of the same or of any Residential Unit for its permitted purposes.

The provisions of this Article Twenty-Second cannot be amended without the written consent of the Sponsor, or its designees, successors or assigns.

TWENTY-THIRD: INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no wise affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

TWENTY-FOURTH: WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

TWENTY-FIFTH: CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

TWENTY-SIXTH: CERTAIN REFERENCES

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.

The terms “herein”, “hereof”, or “hereunder” or similar terms in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration or the By-Laws.

TWENTY-SEVENTH: SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article Twenty-Seventh.

TWENTY-EIGHTH: SUCCESSORS AND ASSIGNS

Except as set forth in the Declaration or in the By-Laws to the contrary, the rights and/or obligations of Sponsor, its successor, assignee or its designee as set forth herein shall inure to the benefit of and be binding upon any successor, assignee or designee of Sponsor with the consent of Sponsor or its successor, assignee or designee, any transferee of some or all of the Unsold Residential Units then owned by Sponsor or its successor, assignee or designee, as the case may be. Subject to the foregoing, Sponsor, its successor, assignee and its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

82 STERLING PLACE, LLC

By: _____
Aran Scott

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 202_, before me, the undersigned a Notary public in and for said state, personally appeared Aran Scott, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A TO THE DECLARATION

Condo #

Block: 945 FKA Lot: 13 NKA 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:

FOR INFORMATION ONLY:

Block: 945
FKA Lot: 13
NKA Lots:
County: Kings

SCHEDULE B TO THE DECLARATION

82 STERLING PLACE CONDOMINIUM
82 Sterling Place
Brooklyn, New York 11217

Condo #

Block: 945 FKA Lot: 13 NKA Lots:

Unit	Tax Lot	Number of Bed rooms	Number of Baths	Square Footage of Each Unit Listed by Floor	Total Square Footage	Square Footage of Rear Yard Limited Common Elements	Square Footage of Balcony Limited Common Elements	Total Square Footage Including Limited Common Elements	Percentage of Common Interest
1		1 Bed	1 Full/ 1 Half	Cellar 780 1st Floor 985.5	1,765.5	829	0	2,594.5	30%
2		3 Bed	2 Full	2nd Floor	1,074.5	0	0	1,074.5	22%
3		3 Bed	2 Full	3rd Floor	1,073.5	0	18	1,091.5	24%
4		3 Bed	2 Full	4th Floor	1,073.5	0	18	1,091.5	24%
TOTAL					**4,987**	**829**	**36**	**5,852**	**100%**

SCHEDULE J

CONDOMINIUM BY-LAWS

BY-LAWS

OF

82 STERLING PLACE CONDOMINIUM

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Darren Stakey, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

SCHEDULE C TO THE DECLARATION OF CONDOMINIUM

BY-LAWS
OF
82 STERLING PLACE CONDOMINIUM

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BY-LAWS

OF

82 STERLING PLACE CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Residential Unit Ownership.

The property located at 82 Sterling Place, Brooklyn, Kings County, City and State of New York, as specifically set forth in the Declaration and more commonly known as 82 Sterling Place Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability.

The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and the Building and improvements thereon including the Condominium Residential Units, (hereinafter referred to as "Residential Units") and the Common Elements and the use and occupancy thereof.

Section 3. Personal Application.

All present or future Residential Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Residential Units or the mere act of occupancy of any of said Residential Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

Section 4. Definitions.

The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise stated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium.

The Condominium shall consist of the Residential Units and Common Elements. The Declaration, By-Laws and Rules and Regulations shall be applicable to the Residential Unit Owners. "Residential Unit Owner" as referred to herein shall mean the owner of a Residential Unit. The owners of the Residential Units shall hereinafter be referred to as Residential Unit Owners.

Section 2. **Voting.**

Each Residential Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Residential Units), shall be entitled to cast one vote at all Residential Unit Owners' meetings for each Residential Unit owned by such Residential Unit Owner subject to the restrictions contained herein, including the provisions regarding the election of the Board of Managers as provided in Article III, Section 1 of these By-Laws. In the event the Board of Managers acquires a Residential Unit on behalf of the Condominium it shall not cast any of its votes appurtenant to such Residential Unit, for the election of any individual to the Board of Managers. Any Residential Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Residential Unit Owner's Residential Unit shall be prohibited from voting at any annual, general or Special Meeting of the Residential Unit Owners.

Section 3. **Quorum.**

So many Residential Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Residential Unit Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Residential Unit Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Residential Unit Owners, the Residential Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting.

Section 4. **Vote Required to Transact Business.**

When a quorum is present at any meeting, the vote of a majority of the Residential Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Residential Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. **Right to Vote.**

At any meeting of Residential Unit Owners, every Residential Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Any Residential Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Residential Unit Owner's Unit shall be prohibited from voting at any annual or Special Meeting of the Residential Unit Owners.

Section 6. **Proxies.**

All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. **Waiver and Consent.**

Whenever the vote of Residential Unit Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws or for an amendment to the Declaration or By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Residential Unit Owners may be dispensed with if all Residential Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. **Place of Meetings.**

Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Managers and designated in the notices of such meetings. Meetings may be held by electronic communication, including, without limitation, telephone, video or web conference, and meetings need not occur in person. Residential Unit Owners may attend and participate in any "in-person" meeting by attending via telephone, video or web conference. If the meeting is held exclusively via electronic communication means, the electronic service and/or platform by which the meeting is held shall constitute the place of the meeting.

All meetings held by electronic communication shall provide for the following:

(a) The Board shall verify that each person participating electronically is a Residential Unit Owner or a proxy of a Residential Unit Owner;

(b) All Residential Unit Owners participating electronically at a meeting shall have a reasonable opportunity to participate in the meeting, including an opportunity to propose, object to, and vote upon a specific action to be taken by the Residential Unit Owners, and to see, read, or hear the proceedings of the meeting substantially concurrently with those proceedings; and

(c) The Board shall record and maintain a record of any votes or other actions taken by electronic communication at the meeting.

In the event New York State does not permit meetings of Residential Unit Owners to be held by electronic communication, then all meetings are required to be held in person and Residential Unit Owners shall attend either in person or by proxy.

Section 9. **Annual Meetings/Control of Board of Managers by Sponsor.**

The Sponsor will have voting control and may designate all the Managers on the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees ("Sponsor Control Period"). The First Annual Meeting of the Residential Unit Owners will be held within two (2) years of the Closing of Title to the first Residential Unit. After the First Annual Meeting, Annual Meetings shall be held on or about the anniversary of such date each succeeding year or such other convenient date as the Board of Managers may so designate (the "Annual Meeting"). The Sponsor-designated Board of Managers will call for a Turnover Meeting of the Residential Unit Owners to elect a new Board of Managers within thirty (30) days after expiration of the Sponsor Control Period. Notwithstanding, the Sponsor-designated Board of Managers shall have the right to call for the Turnover Meeting prior thereto. At the Turnover Meeting, the members of the Board of Managers shall be elected by the Residential Unit Owners. The Sponsor shall have the right to voluntarily resign a position on the Board of Managers as per the provisions of Article III, Section 1 of these By-Laws. In the event the Sponsor-designated Board of Managers calls for the Turnover Meeting prior to the expiration of the Sponsor Control Period and the Sponsor still retains one (1) or more Residential Units, the Sponsor shall have the right to designate one (1) Manager to the Board of Managers. At Annual Meetings subsequent to the Turnover Meeting, there shall be elected by ballot of the Residential Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Residential Unit Owners may also transact such other business of the Condominium as may properly come before them.

In the event the Sponsor voluntarily relinquishes control of the Board of Managers prior to sale of all Residential Units, the Sponsor will be entitled to designate one (1) Manager to the Board of Managers until the Sponsor no longer owns any Residential Units in the Condominium. When the Sponsor no longer owns a Residential Unit in the Condominium, Sponsor will no longer be entitled to designate any member of the Board of Managers.

Section 10. **Special Meetings.**

It shall be the duty of the President to call a Special Meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Residential Unit Owners. The Secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the Officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 11 of this Article to each Residential Unit Owner of the Condominium entitled to vote at such meeting not less than five (5) nor more than thirty (30) days before such meeting. The date of the Special Meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 10 unless a later date is agreed to in writing by

the Residential Unit Owners of the Condominium entitled to vote or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless all Residential Unit Owners of the Condominium are present in person or by proxy. Any Managers of the Board of Managers of the Condominium, other than those designated by the Sponsor, may be removed with or without cause by vote of a minimum of 66⅔ in number of the Residential Unit Owners of the Condominium at a Special Meeting called pursuant to this section if the meeting is called for such purpose. Sponsor designated Managers of the Board of Managers may only be removed by the Sponsor without cause.

Section 11. **Notice of Meetings.**

It shall be the duty of the Secretary or other designated agent the Board of Managers to provide written notice of the place, date and hour of each annual or Special Meeting, stating the purpose thereof at least five (5) but not more than thirty (30) days prior to such meeting. A copy of the notice of any meeting shall be given, personally, by first-class mail, facsimile telecommunications or by electronic mail to each Residential Unit Owner entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the Residential Unit Owner at the Residential Unit Owner's address as it appears on the record of Residential Unit Owners or, if the Residential Unit Owner shall have filed with the Secretary or designated agent a written request that notices to the Residential Unit Owner be mailed to some other address, then such notice shall be directed to the Residential Unit Owner's designated address. If the notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the Residential Unit Owners fax number or electronic mail address as it appears on the record of the Residential Unit Owners, or, to such fax number or other electronic mail address as filed with the Secretary or designated agent. Notwithstanding the foregoing, such Notice shall not be deemed to have been given electronically (1) if the Secretary or designated agent of the Board of Managers is unable to deliver two consecutive Notices to the Residential Unit Owner by facsimile telecommunication or electronic mail; or (2) the Secretary or the designated agent of the Board of Managers otherwise becomes aware that Notice cannot be delivered to the Residential Unit Owner by facsimile telecommunication or electronic mail.

Section 12. **Order of Business.**

The order of business at all meetings shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of Officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Managers (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term.

The affairs of the Condominium shall be governed by a Board of Managers. The initial Board of Managers shall consist of three (3) individuals designated by the Sponsor (the "First Board of Managers") who shall hold office and exercise all powers of the Board of Managers until replacement designees are designated by the Sponsor during the Sponsor Control Period. Within thirty (30) days after the expiration of the Sponsor Control Period, a meeting (the "Turnover Meeting") will be held to elect the new Members of the Board of Managers unrelated to Sponsor. Within two (2) years of the Closing of Title to the first Residential Unit, the First Annual Meeting of the Residential Unit Owners will be held.

Until succeeded by the Managers elected at the Turnover Meeting of Residential Unit Owners, Managers need not be Residential Unit Owners; thereafter, all Managers, other than designees or nominees of the Sponsor, shall be Residential Unit Owners.

At the First Annual Meeting of Residential Unit Owners called pursuant to Section 9 of Article II a total of three (3) Managers shall be elected or designated to the Board of Managers. All Managers, other than those the Sponsor can designate, shall be elected by the Residential Unit Owners. The term of office of each Manager shall be fixed at one (1) year.

Each Residential Unit Owner shall be entitled to cast one vote for each individual to be elected to the Board of Managers. At the expiration of the initial term of office of each respective Manager, their successor shall be elected to serve a term of one (1) year. The Managers shall hold office until their successors have been elected and hold their first meeting.

Any Residential Unit Owner in default of the payment of Common Charges, Special Assessments, late fees, interest and/or penalties shall be ineligible to be elected to the Board of Managers and/or vote at any general, Annual or Special Meeting.

The Sponsor shall have the right to designate all Managers on the Board of Managers until the expiration of the Sponsor Control Period. This Section may not be amended without the written consent of Sponsor.

In addition to the Managers designated by the Sponsor, as long as Sponsor retains an unsold Residential Unit in the Condominium, Sponsor may vote as Sponsor so determines for any other Managers, so long as the Managers are not on Sponsor's slate for the Board of Managers, Sponsor's payroll, or as long as they did not receive other financial backing from the Sponsor other than any mortgage that may be held by the Sponsor or affiliated entity of the Sponsor, if applicable.

Sponsor is entitled to designate all the Board of Managers during the Sponsor Control Period. Sponsor Managers shall be appointed for a one (1) year term. At the expiration of the Sponsor Manager terms, if Sponsor is still entitled to nominate Managers to the Board of Managers, the Sponsor Managers shall thereafter continue to be appointed as Managers for one (1) year terms until the Sponsor is required to relinquish the position or Sponsor voluntarily resigns the position. When the designated Board of Managers of the Sponsor are required to relinquish their position on the Board of Managers the Sponsor will call for the Turnover Meeting of the Residential Unit Owners as per the provisions of Article II, Section 9 of these By-Laws. The Sponsor shall have the right to voluntarily resign a position on the Board of Managers prior thereto. In such an event the Board of Managers will either (a) call for a Special Meeting of the Residential Unit Owners pursuant to the provisions of Article II, Section 10 of these By-Laws to elect a Residential Unit Owner for the balance of the Sponsor Manager term or (b) the remaining individuals on the Board of Managers will appoint a Residential Unit Owner to the Board of Managers for the balance of the Sponsor Manager term. At the expiration of the term, the Residential Unit Owners shall have a meeting to elect a Residential Unit Owner to a one (1) year term. Notwithstanding the aforementioned, in the event the Sponsor voluntarily relinquishes a position on the Board of Mangers before the Sponsor is obligated to do so, upon notice from the Sponsor to the Board of Managers that the Sponsor desires to reclaim said position the Manager appointed or elected to said position shall resign and the Sponsor shall reappoint a Manager to the Board.

This Section may not be amended without the written consent of the Sponsor.

Section 2. **Vacancy and Replacement.**

If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining individuals on the Board of Managers, though less than a quorum, at a Special Meeting of the Board of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. At such meeting the remaining Managers of the Board of Managers shall be entitled to vote for said Manager's successor or successors. In the event of the failure to hold any election of the Board of Managers at the time designated for the annual election of the Board of Managers or in the event that the Board of Managers shall not have filled any such vacancy, a Special Meeting of the Residential Unit Owners to elect new Managers to the Board of Managers or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of Special Meetings of the Residential Unit Owners in Article II, Section 10 of these By-Laws. If the vacancy occurs with respect to any of the Board of Managers who has been designated by the Sponsor, only the Sponsor shall have the right to choose such Manager's successor to fill the unexpired portion of the term. In addition, the Sponsor shall have the right to substitute the individuals it has designated the Board of Managers at Sponsor's discretion.

The Board of Managers shall also have the right to call for a Special Meeting in accordance with Article II, Section 10 to elect a Manager's successor to fill the unexpired portion of the term of office.

Section 3. Removal.

All Managers may be removed with cause by an affirmative vote of sixty-six and two-thirds percent (66⅔rds) in number of the Residential Unit Owners entitled to vote at a Special Meeting called pursuant to Article II, Section 10 of the By-Laws. All Managers, other than Sponsor designees, may be removed without cause by an affirmative vote of sixty-six and two-thirds percent (66⅔rds) in number of the Residential Unit Owners entitled to vote at a Special Meeting called pursuant to Article II, Section 10 of the By-Laws. Managers designated by the Sponsor may only be removed without cause by the Sponsor. No Manager other than a Manager designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Residential Unit Owner. In the event a Sponsor designee Manager is removed, the Sponsor shall have the sole right to designate the Sponsor Manager replacement.

Any individual on the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium.

Section 4. Resignation.

Any Manager may resign at any time by written notice delivered in person or sent by certified registered mail to an Officer of the Condominium. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. Suspension

Any individual on the Board of Managers in default of the payment of Common Charges, Special Assessments, together with late charges, interest and expenses shall be suspended from the Board of Managers until all Common Charges, Special Assessments, together with late charges, interest and expenses, if any, are paid in full to the Condominium.

Section 6. First Board of Managers.

The First Board of Managers shall consist of three (3) Managers appointed by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the Turnover Meeting of Residential Unit Owners. Any of said Managers shall be subject to replacement at the sole discretion of the Sponsor and/or in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 7. Powers.

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these By-Laws, directed or required to be exercised or done by the Residential Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. Determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses. The Common Charges are payable in advance as determined by the Board of Managers. The Board of Managers may increase the monthly Common Charges or vote a Special Assessment in excess of the Common Charges, if required, to meet any additional necessary Common Expenses, but said increases can only be assessed among the Residential Unit Owners pro-rata according to their respective Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium or in such other manner as provided in Article VI, Section 9 of these By-Laws.

2. Determine and impose penalties, late fees and interest against Residential Unit Owners delinquent in the payment of their Common Charges and to revise the amount of such fees as the Board of Managers so determines.

3. Determine and impose move in and move out fees and to revise said fees in its good faith discretion.

4. Collect, use, and expend the Common Charges collected to maintain, care for and preserve the General Common Elements, and Individual Residential Unit's Limited Common Elements that have been designated to the Condominium to repair, replace and maintain and any other Common Expenses of the Condominium.

5. Make repairs, restore or alter any Residential Unit or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

6. Enter in and upon the Residential Units when necessary and at as little inconvenience to the Residential Unit Owners as possible in connection with the maintenance, care, and preservation of the property, including any inspection or repairs necessitated by mold. No prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the

Residential Units, or for the health and safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Residential Unit Owner will be at the expense of the Residential Unit Owner.

7. Open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.

8. Insure and keep insured the Common Elements and Residential Units in accordance with Article VII of these By-Laws.

9. Collect delinquent Common Charges, Special Assessments, late fees, penalties and/or interest by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Residential Unit Owners of the Condominium for violations of the Declaration, By-Laws or the Rules and Regulations of the Condominium.

10. Make reasonable Rules and Regulations applicable to all Residential Units and all Residential Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Residential Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Residential Unit Owner.

11. Employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters herein above set forth.

12. Bring and defend actions by or against one (1) or more Residential Unit Owners that are pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, Section 7(c) of these By-Laws.

13. Acquire a Residential Unit in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Residential Unit so acquired and to vote as a Residential Unit Owner subject to any restrictions contained in these By-Laws, offer such Residential Unit for sale or lease or take any other steps regarding such Residential Unit as shall be deemed proper by the Board of Managers.

14. Make additions, alterations, or improvements to the General Common Elements and Individual Residential Unit's Limited Common Elements that have been delegated to the Condominium to maintain, repair and/or replace as provided in the Declaration and/or these By-Laws.

15. Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, or for capital expenditures such as repair or replacement of Building components or systems or to remedy a major Building defect, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Residential Unit.

16. Act as an agent for one (1) or more Residential Unit Owners to file a single complaint and bring a special proceeding on behalf of Residential Unit Owners who wish to contest the real estate tax assessments of their Residential Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such an event, the Board of Managers could retain counsel on behalf of such Residential Unit Owners and charge each Residential Unit Owner for whom it is acting a pro-rata share of expenses, disbursements, and legal fees, based upon the Residential Unit's Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium, the payment for which would be secured by a lien on each Residential Unit. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Residential Unit Owners it will perform such service for.

17. Determine and impose penalties, late fees and interest against Residential Unit Owners delinquent in the payment of their Common Charges and/or Special Assessments and in violation of the Rules and Regulations. The Board of Managers shall have the right to revise the amount of such fees as the Board of Managers so determines.

18. Enter into contracts, settlement agreements and/or other matters on behalf of the Condominium.

19. Enter into revocable license agreements for the use of space within the General Common Elements so long as the license agreement does not hinder or encroach upon the rights of Residential Unit Owners to use the General Common Elements, and/or Individual Residential Unit's Limited Common Elements.

20. Grant utility or other easements over or to the Common Elements that are required for the benefit of the Condominium and the Residential Unit Owners without the necessity of the consent thereto, or joinder therein, by the Residential Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Residential Unit Owners who have the right to use such Common Elements to the exclusion of any other Residential Unit Owners, the consent of all such affected Residential Unit Owners shall be required in writing before such easement shall be granted);

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) of the Board of Managers, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

(c) As long as the Sponsor retains at least one (1) Unsold Residential Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the General Common Elements, or individual Residential Unit's Common Elements and/or to any Residential Unit, costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work, (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, (iii) hire any employee in addition to the employees referred to in the Budget for the first year of operation of the Condominium, (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first Closing, (v) borrow money on behalf of the Condominium, (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation, (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium, (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor in order to commence a lawsuit against the Sponsor or any of its

principals. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(d) Notwithstanding Article III, Section 7(c) of these By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

1. to comply with applicable laws or regulations; or

2. to remedy any notice of violation; or

3. to remedy any work order by an insurer, or

4. necessary for the preservation or safety of the Building or for the health and safety of Condominium residents or required to avoid the suspension of any necessary service to the Building.

(e) Sponsor may exercise veto power over expenses described herein, other than those described in Article III, Section 7(d) of these By-Laws, for a period ending not more than five (5) years after the Closing of the first Residential Unit or whenever the unsold Residential Units constitute less than thirty-three and one-third (33 1/3rd) percent of the common interest, whichever is sooner.

The provisions of this paragraph may not be amended without the written consent of Sponsor.

Section 8. Repairs and Maintenance.

All maintenance, painting, repairs and replacement to the General Common Elements including but not limited to exterior walls, roof and roof members of the Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of foyers and stairways of the Building, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Residential Unit and services another Residential Unit or more than one Residential Unit or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements shall be the responsibility of the Board of Managers and the cost thereof shall be a Common Expense except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Residential Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in the Residential Unit, or the prior alteration of the Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance, repair and replacement to any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Residential Unit for the exclusive use of a Residential Unit Owner shall be the sole obligation of such Residential Unit Owner at the Residential Unit Owner's sole cost and expense.

All maintenance, repair and replacement to any portion of any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the General Common Elements shall be the responsibility of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Residential Unit Owner or the prior alteration of a Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance, repair and replacement to pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in a Limited Common Element and servicing two (2) or more Residential Units shall be the responsibility of the Condominium and a Common Expense of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Residential Unit Owner or the prior alteration of a Residential Unit by a Residential Unit Owner, in which event the cost thereof shall be assessed individually and paid for by the applicable Residential Unit Owner.

All maintenance and repairs to the interior portion of Residential Units, other than to any General Common Elements contained therein, are the responsibility of the respective Residential Unit Owners at their sole expense. All structural changes to a Residential Unit shall comply with the provisions of Article VIII, Section 1(f) of the By-Laws.

All maintenance and repair to the interior portion of the window area and doors which open from a Residential Unit are the responsibility of the Residential Unit Owner who owns the applicable Residential Unit. All maintenance, repair and any replacement to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open from a Residential Unit will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Residential Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Residential Unit be caused as a direct result of the negligence or act of a Residential Unit Owner, occupant, tenant, guest or any other person residing, visiting or doing work in the Residential Unit, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Residential Unit and the cost of such repair or replacement shall be charged to the Residential Unit Owner as an additional Common Charge or Special Assessment.

The interior glass surfaces of all windows located in the Residential Units are to be cleaned at the Residential Unit Owner’s sole cost and expense. The exterior surfaces of all Residential Unit windows shall be cleaned by the Board of Managers and the cost shall be a Common Expense. Broken window glass in a Residential Unit shall be replaced by the Residential Unit Owner at the Residential Unit Owner’s sole cost and expense, unless such breakage was caused by the Board of Managers or its agents, in which case replacement shall be made by the Board of Managers as a Common Expense.

Entrance doors to Residential Units and the roof of the Building shall be maintained and repaired by the Board of Managers unless the damage thereto was caused by a Residential Unit Owner, in which case the Board of Managers shall make the repair and charge the Residential Unit Owner accordingly.

The rear yard and balconies of the Condominium may not be enclosed and may not be used for storage. The rear yard and balconies may not be used for any type of occupancy, including as a bedroom or living room. The cellar has less light and air than ordinary living space and is more susceptible to dampness. The cellar may not be used for eating or sleeping. Drains located in or on the Property must be kept clean and open at all times to prevent flooding. Residential Unit Owners will not be permitted to store any combustible material or other items in or on any yard, deck, balcony, patio or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to any yard, balcony, deck, patio or terrace, except as required for repair or replacement with the consent of the Board of Managers.

General maintenance and repairs to, and landscaping of, any portion of the rear yard that is a Limited Common Element of Residential Unit #1, including, without limitation, the rear yard areaway, open deck, stairs, pavers raised garden and trellis therein, will be the responsibility of the Residential Unit Owner of Residential Unit #1. Notwithstanding the foregoing, all maintenance, repairs, and replacement of any fence surrounding the rear yard will be the responsibility of the Condominium the costs thereof a Common Expense of the Condominium. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the rear yard that is the Residential Unit Owner of Residential Unit #1's responsibility at said Residential Unit Owner's sole cost and expense. In the event the Residential Unit Owner of Residential Unit #1 does not maintain, repair, or landscape any portion of the rear yard that is the responsibility of said Residential Unit Owner, the Board of Managers shall have the right to make the necessary maintenance, landscaping, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge said Residential Unit Owner for the cost of all such repairs, and/or landscaping, and/or maintenance and/or replacement work. In the event that the Board of Managers charges said Residential Unit Owner for repairs, landscaping, maintenance and/or replacement to the rear yard that is a Limited Common Element of Residential Unit #1 the Board of Managers shall have the right to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

All structural repairs and replacements to any balcony, patio, deck or terrace area that is a Limited Common Element of any Residential Unit will be the responsibility of the Condominium and a Common Expense of the Condominium. All general maintenance and repairs to a Limited Common Element of any Residential Unit Owner, including any balcony, patio, yard, pavers, deck and/or terrace that is a Limited Common Element of any Residential Unit, including cleaning, snow removal and all repairs not structural in nature, (including, without limitation, the repair of leaks, painting or staining, and the replacement of pavers) shall be the responsibility of the applicable Residential Unit

Owner. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to any roof top area, yard, deck, balcony, patio and/or terrace that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Residential Unit exclusively shall be the responsibility of the applicable Residential Unit Owner for such equipment, services, etc. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to said equipment that is a Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost and expense.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and the cost thereof shall be a Common Expense payable by all the Residential Unit Owners as provided in Article VI of the By-Laws. Notwithstanding, the cost of any maintenance or repairs necessitated due to the negligence, misuse or neglect of a Residential Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in a Residential Unit, or caused by any prior alteration of a Residential Unit, shall be assessed to and paid by the applicable Residential Unit Owner.

Every Residential Unit Owner must promptly perform all maintenance and repair work to such Owner's Residential Unit and any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use which is their sole responsibility, and each Residential Unit Owner is expressly responsible for the damages and liabilities that the failure to do so may engender. In particular, but without limitation, each Residential Unit Owner will be solely responsible for maintenance and repair of the drains and water apparatuses located in that Owner's Residential Unit and any appurtenant Individual Residential Unit's Limited Common Elements. The Board of Managers shall perform all maintenance and repair work to drains and water apparatuses located in the General Common Elements and the cost thereof shall be a Common Expense, unless such maintenance or repairs were necessitated by the negligence or misuse of a Residential Unit Owner or the Owner's occupant, tenant or guest, or any other person residing in, visiting, doing work or having done work on behalf of Residential Unit Owner, whereupon all costs and expenses of the maintenance and/or repairs shall be assessed to and paid by the applicable Residential Unit Owner. In the event that a water leak occurs for which a particular Residential Unit Owner is individually responsible and such leak causes damage to one (or more) other Owner's Residential Unit and/or any other such Unit's Limited Common Elements, then the Residential Unit Owner who is individually responsible for the leak shall also be responsible for the costs and expenses associated with repairing the damage caused thereby to any other Owner's Residential

Unit and/or any other such Unit's Limited Common Elements. In the event that a water leak occurs for which a particular Residential Unit Owner is individually responsible and such leak causes damage to the General Common Elements, unless such leak was caused by the negligence or misuse of the applicable Residential Unit Owner or the Owner's occupant, tenant or guest, or any other person residing in, visiting, doing work or having done work on behalf of Residential Unit Owner, then the costs and expenses associated with repairing damage to the General Common Elements shall be a Common Expense. Subject to the right of the Board of Managers to designate or approve any and all contractor(s) performing work at the Condominium in its sole discretion, each Residential Unit Owner shall have the right to designate or approve the contractor performing work on or to that Owner's Residential Unit and/or appurtenant Limited Common Elements.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium that is not the responsibility of the City of New York and all snow removal to the General Common Elements shall be the responsibility of the Condominium and a Common Expense of all the Residential Units in the Condominium.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Residential Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Residential Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Residential Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Residential Units, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

All repairs, painting or maintenance, whether made by the Residential Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the General Common Elements or Individual Residential Unit's Limited Common Elements shall be carried out in such a manner as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Residential Unit Owner fails to maintain, repair or replace its Residential Unit or any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, or any other portions of the Building or any other Residential Unit or other Individual Residential Unit's Limited Common Element, the Board of Managers shall have the right to make the necessary

maintenance, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Residential Unit or Limited Common Elements for a Residential Unit's exclusive use and to charge said Residential Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential Unit Owner for repairs, maintenance and/or replacement to their Residential Unit or for repairs to any Common Elements restricted in use to such Residential Unit Owner, and the Residential Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers shall have the right to designate or approve a contractor to do any such work required by a Residential Unit Owner at the Residential Unit Owner's sole expense.

Section 9. **Compensation.**

Managers and Officers of the Board of Managers, as such, shall receive no compensation for their services.

Section 10. **Meetings.**

(a) The first meeting of the Board of Managers newly elected by the Residential Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Residential Unit Owner meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board of Managers shall take place.

(b) Regularly scheduled meetings of the Board of Managers may be held without special notice.

(c) Special Meetings of the Board of Managers may be called by the President on two (2) days' notice to each Manager either personally, by mail or by electronic mail. Special Meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of a majority of the Board of Managers.

(d) At all meetings of the Board of Managers, a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of

Managers, the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board of Managers shall be a waiver of notice by the Manager of the time and place thereof. If all the Managers are present at any meeting of the Board of Managers, no notice shall be required, and any business may be transacted at such meeting.

(f) The Board of Managers may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 11. Annual Statement.

The Board of Managers shall furnish all Residential Unit Owners and shall present annually (at the Annual Meeting, but in no event later than four (4) months after the close of the fiscal year) and when called for by a vote of the Residential Unit Owners at any Special Meeting of the Residential Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement prepared by an independent public accountant and a statement regarding any taxable income attributable to the Residential Unit Owner and a notice of the holding of the annual Residential Unit Owners meeting. During the period the Sponsor retains a majority of the Board of Managers the annual statement shall be a certified statement verified by a certified public accountant.

Section 12. Fidelity Bonds or Fidelity Insurance Coverage.

The Board of Managers shall require that all Officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds or fidelity insurance coverage. The premiums on such bonds or insurance coverage shall be a Common Expense of the Condominium.

Section 13. Management Agent.

The Board of Managers may employ a management agent for the Condominium under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all delegable duties of the Board of Managers listed in this Article. During the Sponsor Control Period, the Sponsor will be in control of the Board of Managers and will de facto manage the Condominium.

Section 14. **Liability of the Board of Managers, Officers and Residential Unit Owners.**

No person or entity on the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Residential Unit Owner for damages for any breach of duty in the Manager's capacity as a member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Manager establishes (a) that the Manager's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Manager or Officer personally gained in fact a financial profit or other advantage to which the Manager was not legally entitled.

The Condominium, through the Residential Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, which any of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Manager, the Officer, the Manager's or Officer's testator, was a member of the Board of Managers, Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any of the Board of Managers or Officer of the Condominium if a judgment establishes that the Manager's or Officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Manager or Officer personally gained in fact a financial profit or the advantage to which the Manager or Officer was not legally entitled.

The Residential Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Residential Unit Owners). It is understood and permissible for the Board of Managers or Officer of the Condominium, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Residential Unit Owner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the member of the Board of Managers or Officer of the Condominium shall be

limited to such proportion of the total liability thereunder as the Residential Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Residential Unit Owners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Manager on the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Board of Managers, or the managing agent, or the Manager, or Officer of the Condominium as the case may be, are acting only as agent for the Residential Unit Owners and shall have no personal liability thereunder (except as Residential Unit Owners).

Each Residential Unit Owner's liability pursuant to this Section shall be limited to such proportion of the total liability there under as the Residential Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all Residential Unit Owners in the Common Elements.

Section 15. **Annual Reports Required By Section 519A of the Not-For Profit Corporation Law.**

(a) The Board of Managers shall provide an annual report to the Residential Unit Owners of the Condominium, which shall be signed by each of the Managers on the Board, containing information on any contracts made, entered into, or otherwise transaction pursuant to section seven hundred fifteen of the Not-For-Profit Corporation Law of the State of New York.

(b) The annual report required in subsection (a) of this Section 15 shall include, but not be limited to, the following:

(1) a list of all contracts voted on by the Board of Managers, including information on the contract recipient, contract amount, and the purpose of entering into the contract;

(2) the record of each meeting including Managers attending, voting records for contracts, and how each director voted on such contracts; and

(3) the date of each vote on each contract, and the date the contract would be and remain valid.

(c) If the annual report required by Subsection (a) of this Section 15 would, notwithstanding the requirements of this Section, contain no information because of the absence of any actions taken by the Board that would otherwise qualify for inclusion in such annual report, then the Board of Managers shall instead submit to the Residential Unit Owners a document signed by each member of the Board of Managers indicating: "No actions taken by the Board were subject to the annual report required pursuant to Section 519-A of the Not-For-Profit Corporation Law".

ARTICLE IV. OFFICERS

Section 1. **Elective Officers.**

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Residential Unit Owners or members of the Board of Managers. Appointed Officers do not need to be Residential Unit Owners or on the Board of Managers. Two (2) or more offices may be held by the same person, except the President, who can only hold the office of President.

Section 2. **Election.**

The Board of Managers at its first meeting after each annual Residential Unit Owners Meeting shall elect a President, a Vice President, a Secretary and a Treasurer. Since there are three (3) seats on the Board and four (4) Officer positions all Officers, other than the President, can hold two (2) offices.

Section 3. **Appointive Officers.**

The Board of Managers may appoint such other Officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

Section 4. **Term.**

The Officers shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. **The President.**

The President shall be the chief executive Officer of the Condominium; shall preside at all meetings of the Residential Unit Owners and the Board of Managers, the President shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York. The President may delegate obligations and responsibilities to other officers.

Section 6. **The Vice-President.**

The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Business Corporation Law of the State of New York.

Section 7. **The Secretary.**

The Secretary and/or Assistant Secretary shall attend all sessions of the Board of Managers and all Residential Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Residential Unit Owners meetings and Special Meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

Section 8. **The Treasurer.**

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as the Treasurer may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and Managers, at the regular meeting of the Board of Managers or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Residential Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Residential Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. **Agreements, etc.**

All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition.

Whenever under the provisions of the Declaration or of these By-Laws, notice ("Notice") is required to be given to the Board of Managers, any member of the Board of Managers or any Residential Unit Owner, Notice shall be provided by first class mail, courier service, facsimile telecommunications or by electronic mail to the respective party in the same manner as provided for a Notice of Meeting contained in Article II, Section 11 of these By-Laws.

Section 2. Service of Notice Waiver.

Whenever any Notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks.

All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other Officer or Officers or such other person or persons as the Board of Managers may from time to time designate.

Section 2. Assessments.

The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Residential Unit Owner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium and other Common Expenses including but not limited to the Common Expenses provided in Article VI, Section 3 of these By-Laws, as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Residential Units and prorated against each of said Residential Units according to the provisions of Section 9 hereof.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge assessments greater than the Common Charges for expenses not contemplated, foreseen, or which exceed the amount budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over time as it may determine. Residential Unit Owners shall pay their portion of any Special Assessments in accordance with Section 9 of Article VI of the By-Laws.

The Residential Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Residential Unit. In the event any Residential Unit Owner fails to make payment of the Residential Unit Owner's Common Charge payment, the Residential Unit Owner who owns such Residential Unit shall be obligated to pay (a) a "late fee" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Residential Unit Owner's Residential Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Residential Unit Owner.

In the event of a default in the payment of Common Charges by any Residential Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Residential Unit Owner's Residential Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Residential Unit Owner and any mortgagee of such Residential Unit giving the Residential Unit Owner a five (5) day grace period in which to make the late payment.

The Board of Managers may place a lien and act to collect any past due Common Charges from any Residential Unit Owner which remains unpaid as provided in Article IX of these By-Laws from its due date by way of foreclosure of the lien on such Residential Unit in accordance with Section 339-aa of the Real Property Law or otherwise.

No Residential Unit Owner shall be liable for any Common Charges, Special Assessments or other charges against a Residential Unit which accrue against the Residential Unit Owner's Residential Unit subsequent to a sale, transfer or other conveyance of the Residential Unit Owner in accordance with these By-Laws and the Declaration. A Residential Unit Owner shall be liable for the payment of all Common Charges. Special Assessments or other charges assessed by the Board of Managers against the Residential Unit after acquiring title to the Residential Unit, as well as any unpaid Common Charges, Special Assessments or other charges assessed against the Residential Unit by the Board of Managers at the time the Residential Unit is conveyed by means of a deed or other legal means of the conveyance, except for a mortgagee of an Institutional Mortgage whom shall be exempt for a portion of the Common Charges as provided below.

Notwithstanding any other provision in the Declaration or these By-Laws any mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Residential Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Residential Unit's unpaid Common Charges, Special Assessments or other charges accrued against the Residential Unit before acquisition of the title to the Residential Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges, Special Assessments and/or other charges against the Residential Unit, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges, Special Assessments and/or other charges. The unpaid balance of such Common Charges, Special Assessments and/or other charges against the Residential Unit that may be waived will be charged to all other Residential Unit Owners as a Common Expense. Upon acquisition of title to a Residential Unit such mortgagee of an Institutional Mortgagee; its successors and assigns shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable thereafter.

Section 3. **Purpose of Common Charges**

The Common Charges shall be used to pay for the Common Expenses of the Condominium including but not limited to operation, repair and maintenance of the General Common Elements and any Individual Residential Unit's Limited Common Elements that have been delegated to the Condominium for repair, maintenance and replacement as provided for in the Declaration of Condominium and/or these By-Laws. All Residential Unit Owners are responsible for their pro-rata share of the Common Charges as determined in Section 9 of this Article VI regardless of whether or not a Residential Unit or Residential Unit Owner utilizes the services for which the Common Charges are spent. Said Common Expenses shall include the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Article VII and the fees and disbursements of any Insurance Trustee as provided in Article VII, drainage, sewer, water and/or storm systems (including sewers, storm sewer and/or water pipes, drywells, detention tanks or other facilities servicing the drainage, sewer water and/or storm systems as applicable), and other Building wide obligations of the Condominium contained in the Declaration and these By-Laws, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, insurance; common utilities; labor; common water and sewer charges; legal and accounting; services and supplies; management fees; contingencies and any other expenses that are Common Expenses of the Condominium and to make up any deficit in the Common Expenses from any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, of any Residential Unit whose Owner has elected to sell or lease such Residential Unit or of any Residential Unit which is to be sold at a foreclosure or other judicial sale.

Section 4. **Foreclosures of Liens for Unpaid Common Charges**

The Board of Managers shall have the power to purchase any Residential Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Residential Unit because of unpaid Common Charges. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Residential Unit. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Residential Unit. In either event the Residential Unit Owner shall be liable for all costs of suit, including reasonable attorney's fees.

Section 5. **Statement of Common Charges.**

Upon the written request of any Residential Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Residential Unit Owner or their mortgagee with a written statement of the unpaid Common Charges due from such Residential Unit Owner.

Section 6. **Liability for Utilities.**

Any utility, including electricity and gas, individually metered or sub-metered to a Residential Unit shall be the sole expense of each applicable Residential Unit Owner.

Section 7. **Operating Account.**

There shall be established and maintained a cash deposit account to be generally known and referred to as the "Operating Account" of the Condominium, into which shall be deposited the operating portion of all monthly Common Charges and Special Assessments as fixed and determined for all Residential Units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and Common Expenses and for the purchase, lease, sale, or other expenses resulting from the purchase or lease of a Residential Unit.

Section 8. **Other Accounts.**

The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purpose, including a reserve account and a working capital account.

Section 9. **Determination of Common Expenses and Fixing of Common Charges.**

The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements and any Individual Residential Unit's Limited Common Elements that have been delegated to the Condominium to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-

Laws as well as Common Expenses of the Condominium, determine the amount of the Common Charges payable by the Residential Unit Owner(s) to meet the Common Expenses and other expenses applicable thereto, and allocate and assess such Common Charges and Common Expenses among all the Residential Unit Owners in proportion to their respective Percentage of Common Interest in the Condominium as reflected in Schedule B of the Declaration of Condominium or as permitted under Section 339-m of the Condominium Act as provided below.

As provided in Section 339-m of the Condominium Act, Common Charges and/or Special Assessments, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses, no matter how classified, based on special or exclusive use or availability or exclusive control of particular Residential Units or Common Elements by particular Residential Unit Owners. In the event of any dispute as to the allocation of the Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XII of the By-Laws of the Condominium.

Common Expenses of the Condominium shall include but not be limited to the Common Expenses referred to in Article VI, Section 3 of these By-Laws.

The Board of Managers shall advise all Residential Unit Owners promptly, in writing, of the amount of Common Charges and Common Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of the budget on which such Common Charges and Common Expenses are based, to all Residential Unit Owners.

The Sponsor, its successor, assignee and/or designee shall be responsible for the Common Charges and/or assessed against each Residential Unit owned by the Sponsor, its designee, assignee and/or successor until such Residential Unit is transferred to a bona fide purchaser.

Section 10. **Real Estate Taxes.**

In the event the Residential Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the First Residential Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Residential Units in the Condominium for the six- (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Residential Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Residential Units for such six- (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Residential Unit for the balance of the six- (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Residential Units are

separately assessed, the funder of the escrow account and the Residential Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

In the event Sponsor has elected, in its sole and absolute discretion, not to establish at the Closing of Title to the First Residential Unit the real estate tax escrow described above, then until the Residential Units are separately assessed for real estate tax purposes, the Board of Managers shall charge each Residential Unit Owner, as a Common Charge, its respective pro rata share (on the basis of the percentage of Common Interest attributable to such Residential Unit) of all real estate taxes with respect to the Property, and the Board of Managers shall in turn pay such taxes to the proper authorities of the City of New York, or instead directly to Sponsor if Sponsor has paid such taxes.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board of Managers.

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements, no matter how classified and the Residential Units in the Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Residential Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Residential Unit Owners, contained therein, covering the interest of the Condominium, the Board of Managers and all Residential Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Residential Unit which shall provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $100,000 or less, shall be payable to the Board of Managers, and if more than $100,000 shall be payable to the Insurance Trustee. Each Residential Unit Owner and each Residential Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the Percentage of Common Interest applicable to said Residential Unit.

The blanket property insurance as provided above will commence with the Closing of Title to the first Residential Unit.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Residential Unit Owners or of the invalidity arising from any acts of the insured or any Residential Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insured, including all mortgagees of a Residential Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Residential Unit at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all the Common Elements appurtenant thereto to determine the amount of fire insurance to be affected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Residential Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Residential Unit Owners which is not in the control of such Residential Unit Owners collectively; and that the policy is primary in the event the Residential Unit Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent and each Residential Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the Turnover Meeting of the Residential Unit Owners, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Residential Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employer's liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability

insurance. Such public liability insurance shall commence on the closing of title to the first Residential Unit.

In addition to the above, blanket fidelity bonds or insurance shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds or insurance shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to *3* months aggregate assessments on all Residential Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, (“Fannie Mae”) Servicers on behalf of Fannie Mae, also receive such notice of cancellation or modification.

Residential Unit Owners shall be required to carry individual insurance on their Residential Units as provided in Section 4 below.

Section 2. The Insurance Trustee.

The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the “Insurance Trustee”) who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company located in the State of New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $10,000,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty.

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

If seventy-five (75%) percent or more of the Residential Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Residential Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Residential Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Residential Unit Owners in proportion to the respective Percentage of Common Interest, after first paying out of the share of each Residential Unit Owner the amount of any unpaid liens on his or her Residential Unit, in the order of the priority of such liens.

Section 4. Residential Unit Owner Insurance.

Each Residential Unit Owner is required to carry insurance covering their contents, fixtures, personal property and improvements and betterments (collectively “Contents”) and liability insurance covering their Residential Unit and extended to include the Board of Managers, the Condominium, any Managing Agent and other Homeowners as additional insured’s. Such insurance is subject to the approval of the Board of Managers in advance of the purchase of a Residential Unit, in the Board of Manager’s sole discretion. The policy shall be extended to include any additional insured including but not limited to the Sponsor, other Residential Unit Owners and any Mortgagees. All such insurance must be provided by a carrier that is recognized as a licensed admitted carrier in the State of New York with a rating equal to a Best Rating Guide of AV or better. The Board of Managers reserves the right to alter or increase the coverage required hereunder at any time and from time to time. In addition to the foregoing, Residential Unit Owners are instructed to carry coverage for loss of rents, water damage, sewer and drain

back up and such other coverage for their contents as they may determine to be in their best interests.

ARTICLE VIII. RULES AND REGULATIONS

Section 1. General

In addition to the other provisions of these By-Laws, the following ("Rules and Regulations") together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Residential Units and the conduct of all Residential Unit Owners and occupants thereof.

(a) All Residential Units shall be used for residential purposes only in accordance with municipal regulations. All rentals are subject to local zoning ordinances and any City and State requirements.

(b) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of the City and State of New York and all governmental bodies and/or agencies having jurisdiction thereof shall be observed.

(c) Any interior alterations or improvements made to a Residential Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of the City of New York and any governmental agencies having jurisdiction thereof.

(d) No items shall be kept or stored in the Building that may result in the cancelation or increase of insurance on the Building or contents thereof, or that would be in violation of any law. All provisions for safety in the keeping and/or storage of items shall be the sole responsibility of the applicable Residential Unit Owner.

(e) Residential Unit Owners, members of their families, their employees, tenants, guests, and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other Residential Unit Owners, or in such a way as to be injurious to the reputation of the Condominium or which interferes with the peaceful possession and proper use of the property by its residents.

(f) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(g) Every Residential Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Residential Unit Owner, the Residential Unit Owner's permitted lessees and occupants of such Residential Units, their respective

family members and guests, employees, or such other person for whose conduct the Residential Unit Owner is legally responsible.

(h) Maintenance.

1. Each Residential Unit Owner shall maintain and keep their Residential Unit and its appurtenant Individual Residential Unit's Limited Common Element in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

2. Every Residential Unit Owner must perform promptly all maintenance and repair work to their own Residential Unit and any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use which is their sole responsibility and, which if not done would affect the Condominium in its entirety or in a part belonging to other Residential Unit Owners, or the Building of which the Residential Unit forms a part, the Residential Unit Owner being expressly responsible for the damages and liabilities that the failure to do so may engender.

3. All the repairs to internal installations of a Residential Unit located in and servicing a Residential Unit, such as telephones and sanitary installations shall be the respective Residential Unit Owner's sole obligation and expense.

(i) Structural Changes.

1. No Residential Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Residential Unit, or any Individual Residential Unit's Limited Common Element, without the prior written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Residential Unit Owner shall make any structural addition, alteration or improvement in or to any Residential Unit or any Individual Residential Unit's Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers, setting forth the

reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers, its members and officers, and all Residential Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Building Department or any other agency of the City of New York or any other governmental agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect, engineer and/or other professional, the Residential Unit Owner shall pay the charges of such architect, engineer and/or other professional. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions, or improvements.

Any application to the Building Department or any other agency of the City of New York or any other governmental or administrative authority for a permit to make a structural addition, alteration or improvement in or to any Residential Unit or Individual Residential Unit's Limited Common Elements shall be completed by the Residential Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any individual member of the Board of Managers, to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Residential Units owned by the Sponsor or its successor, designee or assignee until such Residential Units shall have been transferred to a Residential Unit Owner by the Sponsor or such successor, designee, or assignee.

The Board of Managers shall not use the above provisions in a way that would violate any rights a Residential Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

The Board of Managers shall have the right to designate or approve a contractor to do any such work at the Residential Unit Owners' sole expense. This provision shall not apply to the Sponsor.

The Board of Managers of the Condominium shall not use the above provisions in any way that would violate any rights a Residential Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

2. No alteration, addition, decoration or change to any part of the General Common Elements or Individual Residential Unit's Limited Common Elements (other than may be otherwise provided in the Declaration and/or these By-Laws) may be made and no structure or other improvement (including landscaping, other than may be otherwise provided in the Declaration and/or these By-Laws) may be built or placed on any portion of the Common Elements or Individual Residential Unit's Limited Common Elements without the written consent of the Board of Managers.

3. The provisions contained in (i) 1 and 2 above shall not apply to Residential Units owned by the Sponsor or its designee until such Residential Units have been conveyed to a bona fide purchaser by the Sponsor or such designee. The Sponsor or its designee shall have the absolute right to make any and all structural alterations, additions or improvements to a Residential Unit, Individual Residential Unit's Limited Common Element or General Common Elements without the necessity of obtaining the approval of the Board of Managers.

(h) The Common Elements shall not be used for storage purposes except if specifically designated for such purposes.

(i) No Residential Unit Owner shall paint or alter the exterior surfaces of the windows, walls or doors opening out of their Residential Unit.

(k) The sidewalks, entrances, passages, public halls, vestibules, corridors, and stairways of or appurtenant to the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Residential Units and the Building.

(l) No article (including, but not limited to, garbage cans, bottles or mats) may be placed in any of the passageways, public halls, vestibules, corridors or stairways of the public areas of the Condominium, nor may any fire exit be obstructed in any manner.

(m) Residential Unit Owners, residents, occupants, tenants, agents, servants, licensees, or their guests are not permitted to play in, exercise or use for any unintended purposes, the entrances, passageways, public halls, vestibules, corridors and stairways of the Condominium.

(n) No public hall of the Condominium is permitted to be decorated or furnished by any Residential Unit Owner in any manner.

(o) No baby carriages, strollers, bicycles, scooters, or similar type of apparatus shall be allowed to be stored or left for any period of time in the public halls, passageways, or other public areas of the Building.

(q) Nothing shall be hung or shaken from any doors, windows or placed upon the exterior windowsills of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris, or other substance therefrom. The Common Elements and Individual Residential Unit's Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

(r) No playing or lounging is permitted in any entrances, passageways, public halls, vestibules, corridors, or stairways, of the Building, except in designated recreational areas, if any, or other areas designated as such in the Declaration or by the Board.

(s) The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements and/or Individual Residential Unit's Limited Common Elements that may be devoted to storage, recreation, or service purposes in the Building.

(t) Nothing shall be done or kept in any Residential Unit or in the Individual Residential Unit's Limited Common Elements that are designated for the exclusive use of an individual Residential Unit that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in their Residential Unit or in the Individual Residential Unit's Limited Common Elements that are designated for the exclusive use of an individual Residential Unit 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 Residential Unit Owner or any of the Residential Unit Owner's family members, tenants, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in their Residential Unit or Common Areas any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit or the Individual Residential Unit's Limited Common Elements that are designated for the exclusive use of an individual Residential Unit.

(u) No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Residential Unit or the Individual Residential Unit's Limited Common Elements that are designated for the exclusive use of an individual Residential Unit or permit anything to be done therein that will

interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play any musical instrument, or shall operate or permit to be operated a Compact Disk Player, iPod, computer, phonograph, radio, television set, or other similar equipment in such Residential Unit Owner's Residential 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 Residential Unit Owner practice either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.

(v) No construction, repair work, or other installation involving noise shall be conducted in any Residential 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 or approved by the Board of Managers.

(w) No Residential Unit Owner shall install any plantings in the Common Elements or the Individual Residential Unit's Limited Common Elements that are for the exclusive use of a Residential Unit without the prior written approval of the Board. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in the Residential Units and Individual Residential Unit's Limited Common Elements to prevent any damage to floors, walls, or any other part of the Building. Residential Unit Owners shall pay for the cost of any repairs rendered necessary, or damage caused, by such plantings.

(x) In the event that any Residential Unit is permitted to be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws and applicable zoning, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

(y) The rear yard designated as the first floor Residential Unit's Individual Residential Unit's Limited Common Element, is not permitted to be used for storage, is not permitted to be enclosed and is not permitted to be used for any type of occupancy. All drains located on the roof top must be kept open at all times. No pools, hot tubs or similar type of equipment shall be permitted in the rear yard, roof decks or any other area of the Condominium without the prior written approval of the Board of Managers.

(z) No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

(aa) No sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease", or "For Rent" signs) shall be inscribed or exposed

on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board of Managers or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

(bb) All radio, television, or other electrical equipment of any kind or nature installed or used in each Residential 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 Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(cc) Toilets, sinks, bathtubs, showers, 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 toilets, sinks, bathtubs, showers, or other water apparatus in a Residential Unit shall be repaired and paid for by the owner of such Residential Unit.

(dd) The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit or any Individual Residential Unit's Limited Common Element at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit or Residential Unit's Limited Common Element 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. Any entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes. Residents and guests of the Condominium are prohibited from interfering with agents and employees of the Sponsor, the Board and any managing agent in the performance of their respective duties.

(ee) The Board of Managers or the Managing Agent may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to their Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an Officer of the Condominium or an Officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof

(if, during such entry, reasonable care is given to such Residential Unit Owner's property).

(ff) If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by their agent, tenant, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Residential Unit Owner's Residential Unit, automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Board nor the Managing Agent shall (Except as provided in Rule (s) above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(gg) No Residential Unit Owner of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business, if the Board of Managers should hire an employee or Managing Agent.

(hh) The Board of Managers shall, at the request of a mortgagee of the Residential Unit, report any delinquent assessments due from the Owner of such Residential Unit.

(ii) Every Residential Unit Owner shall be liable for any and all damage to the Common Elements, which shall be caused by said Residential Unit Owner, the Residential Unit Owner's permitted lessees and occupants of Residential Units, their respective family members and guests and such other person for whose conduct the Residential Unit Owner is legally responsible.

(jj) Residential Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and the management of the Building.

(kk) Residential Unit Owners will be permitted to keep dogs, cats, or other common household pets in their Residential Unit subject to the provisions of this regulation. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier or Rottweiler, deemed to be dangerous to the health and safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium and unless the dog is a qualified service dog under the American Disabilities Act required for a qualified resident, tenant and/or guest. No animals may be kept or maintained in a Residential Unit for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon fifteen (15) days' written

notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to any Common Elements of the Condominium.

(ll) All Residential Unit Owners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Residential Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Residential Unit.

(mm) No window guards or window decorations (other than curtains and window treatments which conform to the By-Laws) are permitted to be used in or about any Residential Unit, unless otherwise required by law, except such as will have been approved in writing by the Board of Managers. The Board of Managers shall have the right to designate or approve a contractor to do any of such work at the Residential Unit Owners' sole expense. In no event, shall any exterior glass surface of any windows of a Residential Unit be colored or painted. In the event window guards are required in a Residential Unit, the cost of installing the window guards shall be the sole responsibility of the Residential Unit Owner.

(nn) Corridor doors are required to be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(oo) No group tour or exhibition of any Residential Unit or its contents may be conducted, nor will any auction sale or other sale of contents be permitted to be held in any Residential Unit, without the prior consent of the Board of Managers.

(pp) Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to any Managing Agent.

(qq) No television or radio receiving device or any other type of receiving or transmitting device shall be erected on the exterior or roof of the Building or on any Individual Residential Unit's Limited Common Element without the prior written consent of the Board of Managers. The Board of Managers

may adopt such rules and regulations pertaining to satellite dishes so as to comply with current Federal Communications Commission rules.

(rr) Any Residential Unit Owner who mortgages or sells or leases their Residential Unit shall immediately notify the Board of Managers, providing the name and address of the new mortgagee new Residential Unit Owner or tenant within thirty (30) days of the closing of the mortgage, within thirty (30) days of the execution of the Purchase Agreement of the sale of the Residential Unit for the new Purchaser or thirty (30) days prior to any tenant occupying the Residential Unit, whichever is applicable.

(ss) Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sub-lessees, or licensees are not permitted at any time or for any reason whatsoever to enter upon or attempt to enter upon the roofs of the Building except for any portion of the roof used for passive recreational use by the Residential Unit Owners or is part of a Residential Unit or a Limited Common Element of a Residential Unit. The Board of Managers shall have the right to adopt rules and regulations regarding the use and times of operation of any portion of the roof used for passive recreational use by the Residential Unit Owners including requiring a deposit for any damage caused to said area and charging a fee for said use. No barbequing is permitted on the portion of the roof used for passive recreational use by the Residential Unit Owners unless barbequing is not in violation of any municipal or fire code and prior written approval is received by the Board of Managers.

(tt) No Residential Unit Owner shall make any changes, additions or alterations to a Residential Unit that will obligate the Sponsor to obtain a Temporary Certificate of Occupancy and/or Permanent Certificate of Occupancy prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit or Building. Any Residential Unit Owner making such change, addition and/or alteration shall be solely liable and responsible and shall pay all costs and expenses required to replace and/or repair the Residential Unit as may be required by the Department of Buildings of the City of New York or any other City, State or Municipal agency. All costs and expenses, including reasonable legal fees, incurred by the Condominium shall be charged to the Residential Unit Owner as an additional Common Charge to the Residential Unit Owner. Sponsor’s demand for payment of such costs and expenses shall include documentation substantiating the assertion that the Residential Unit Owner’s changes prevented the extension or renewal of a Temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy.

(uu) The Board of Managers shall have the right to promulgate rules and regulations regarding the moving in and/or moving out of the Building by a

Residential Unit Owner including the right to charge a move in and/or move out fee to said Residential Unit Owner.

(vv) Regulations promulgated by the Board of Managers, as they may be amended, rescinded, modified, altered, waived, added to or repealed concerning the use of the property shall be observed by the Residential Unit Owners, provided, however, that a copy of such regulations is furnished to each Residential Unit Owner prior to the time said regulations become effective.

(ww) The Owner(s) of Residential Unit No.1 and their permitees shall use the rear yard, and the Owners of Residential Units Nos. 3 and No. 4 and their permitees shall use their respective balconies in such a manner as to not unreasonably interfere with the peaceful use and enjoyment of the other residents and occupants of the Condominium. Combustible materials may not be stored in the rear yard or on the rooftop. The Board of Managers shall have the right to promulgate additional Rules and Regulations regarding use of the rear yard and balconies of the Condominium.

(xx) Any consent or approval given under these Rules and Regulations applicable to the Residential Units may be amended, rescinded, modified, added to or repealed at any time by resolution of the Board of Managers. Any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

Section 2. Smoking Policy.

The Smoke-Free Air Act New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages, and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505. Effective as of August 28, 2018, Local Law 147 of the City of New York became effective. Local Law 147 amends the Administrative Code of the City of New York ("NYC Administrative Code") to require that all class A multiple dwellings (i.e., buildings with 3 or more residential dwelling units) adopt a written smoking policy (the "Smoking Policy"). Pursuant to the requirements of Local Law 147 of the City of New York the following constitutes the Smoking Policy applicable to the Condominium and to all Residential Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium:

(a) Definitions:

(i) Smoking: Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-

tobacco shisha), or any similar form of lighted object or device designated for people to use to inhale smoke.

(ii) Electronic Cigarette (E-Cigarette): A battery-operated device that heats a liquid, gel, herb or other substance and produces a vapor for people to inhale.

(b) Policy:

(i) All types of Smoking and use of Electronic Cigarettes as defined above are prohibited from all general common areas of the Condominium, including but not limited to any lobby, hallway, stairwell, mailroom, fitness room or other recreational facility, meeting room, laundry room, storage area, mechanical room, equipment room, cellar, basement, elevator, garage, rooftop, play areas, parking areas, shared balconies, shared courtyards, shared patios, shared porches, shared yards and/or any outdoor common area within 15 feet of entrances, exits, windows, and air intake Units on property grounds.

(ii) All types of Smoking and use of Electronic Cigarettes are prohibited from the rear yard and balconies or any other space designated as an Individual Residential Unit's Limited Common Element appurtenant to the Residential Unit.

(iii) All legal Smoking and use of Electronic Cigarettes is permitted within the interior area of a Residential Unit.

(iv) The Smoking Policy shall be applicable to all Residential Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Condominium.

(v) Any Residential Unit Owner who leases their Residential Unit shall incorporate the provisions of the Smoking Policy into the lease with the Residential Unit Owner's tenant.

(c) Complaints:

Complaints about smoke drifting into a Residential Unit or common area should be made promptly to the Managing Agent. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

The Smoking Policy shall be applicable to all Residential Unit Owners, residents, tenants, guests, licensees, employees, and all persons that may be in or on any portion of the Property and any Building located thereon constituting the Condominium. Pursuant to the requirements of Local Law 147 all tenants in the Building are required to receive a copy of the Building's Smoking Policy and the Smoking Policy must be incorporated into

all leases or interim leases. The provisions of Local Law 147 of the City of New York shall take precedent in the event of any conflict with the Smoking Policy contained herein.

Section 3. **Violations of Rules and Regulations.**

(a) Upon receipt, by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules and Regulations or other provisions of the By-Laws or the Declaration of Condominium as herein established or hereafter established or adopted by the Board of Managers, the Board of Managers shall decide as to the validity of the complaint.

(b) If, it is determined that the complaint is valid and justified the Managing Agent, if any, or the Board of Managers if no Managing Agent, shall be directed to send written notice to the Residential Unit Owner who violated the Rules and Regulations or other provisions of the By-Laws or the Declaration of Condominium (the "Violating Residential Unit Owner") levying a reasonable fine as determined by the Board of Managers upon the Violating Residential Unit Owner and instructing the Violating Residential Unit Owner to stop, curtail, correct or eliminate the violation, as applicable, within a period of three (3) days from the date of receipt of such notice. Such fine is to be considered as an additional Common Charge obligation to the account of the Violating Residential Unit Owner and shall be treated as such regarding late penalties and a lien upon the Property as elsewhere provided for in the Declaration of Condominium or By-Laws. If the violation is not stopped, curtailed, corrected, or eliminated, the Board of Managers may assess additional fines in an amount determined by the Board of Managers and may continue to levy additional fines against the Violating Residential Unit Owner in an amount determined by the Board of Managers every thirty (30) days thereafter. The initial fine and any additional fines shall be cumulative. If the violation results in loss of or damage to property classified as a Common Element, the Board of Managers shall itself or direct a Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the Violating Residential Unit Owner as an additional Common Charge.

(c) In addition to the right to issue fines for violations of the Rules and Regulations as provided above the Board of Managers shall be entitled to any other remedies that may be available to the Board of Managers to enforce the Declaration of Condominium, the By-Laws and/or the Rules and Regulations of the Condominium.

Section 4. **Costs.**

Any costs incurred by the Board of Managers to remedy or cure any violation of the Rules and Regulations, By-Laws or Declaration of Condominium as herein or

hereafter established, shall be an additional Common Charge charged to the Violating Residential Unit Owner in addition to the fine(s) levied upon the Violating Residential Unit Owner as described herein. In the event a Residential Unit Owner's tenant violates the provisions of any Rule and Regulation or any other provision of the By-Laws, fines may be levied against a Residential Unit Owner's tenant, and the Residential Unit Owner shall be jointly and severally liable with the Residential Unit Owner's tenant for the payment of same. All leases for a Residential Unit shall contain a provision that permits the Board of Managers to levy a fine against the Residential Unit Owner's tenant and provides that the Residential Unit Owner shall be jointly and severally liable with the Residential Unit Owner's tenant for the payment of same.

In the event the Board of Managers institutes legal action for the collection of fines for the enforcement of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium, then the defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

Section 5. **Board of Managers Right to Change Rules and Regulations.**

Except as may be otherwise provided in this Article VIII, the Board of Managers shall have the following rights:

(a) The Board of Managers reserves the right to add, amend, rescind, modify, alter, waive or repeal, as to one or more Residential Unit Owners, occupants, lessees, guests and any other person residing in the Building, any Rule or Regulation at any time when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium or the preservation of good order therein, or for the operation or maintenance of the Condominium or the equipment thereof, or the comfort of the Residential Unit Owners, occupants or others in the Condominium. No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one Residential Unit Owner, occupant lessee, guest or other person residing in the Building will operate as a rescission, alteration, waiver or addition in respect of any other Residential Unit Owner.

(b) Any consent or approval given under these Rules and Regulations may be amended, rescinded, modified, waived, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

Section 6. **Sponsor.**

The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

Section 7. **Complaints**

Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

ARTICLE IX. DEFAULT

In the event a Residential Unit Owner does not pay any Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments required to be paid when due, as determined by the Board of Managers, the Board of Managers, acting on behalf of the Condominium shall notify the Residential Unit Owner and the mortgagee, if any, of such Residential Unit and may place a lien on such Residential Unit pursuant to the provisions of Section 339-z of the Real Property Law of the State of New York.

In the event a Residential Unit Owner does not remit payment of their Common Charges, Special Assessments, fines or any other sums, charges or assessments required to be paid when due, the Residential Unit Owner shall be required to pay all late fees and other fees as provided for in Article VI, Section 2 of these By-Laws.

The Board of Managers may act to foreclose any lien for past due Common Charges, Special Assessments, late fees, fines or any other sums, charges or assessments required to be paid, in accordance with Section 339-aa of the Real Property Law or other applicable statute. In any such foreclosure the Residential Unit Owner shall be required to pay a reasonable rental for the Residential Unit for any period prior to sale pursuant to judgment of foreclosure and sale and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Residential Units in which Sponsor is more than thirty (30) days in arrears of Common Charges, Special Assessments, or any other sums, charges or assessments required to be paid.

The Board of Managers (on behalf of the Residential Unit Owners), at the Board of Managers option, shall have the right to bring suit to recover a money judgment for unpaid Common Charges Special Assessments, fines, late fees or any other sums, charges or assessments as determined by the Board of Managers without foreclosing or waiving the lien securing such unpaid Common Charges Special Assessments, fines, late fees or other sums, charges or assessments. In such an event the Residential Unit Owner shall be liable for the reasonable costs and reasonable attorney's fee incurred by it incident to the collection of the unpaid Common Charges Special Assessments, fines, late fees or any other sums, charges or assessments as determined by the Board of Managers.

Notwithstanding anything contained herein regarding the Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments as

determined by the Board of Managers, any foreclosure by a holder of an Institutional Mortgage shall be subject to the provisions of Article VI, Section 2 of these By-Laws.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended, or added to at any duly called Residential Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Residential Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition, the following shall apply to amendments to the By-Laws:

(a) No amendment shall be passed which will affect or impair the validity of the Residential Unit Owners' interest in a Residential Unit.

(b) No amendment, modification, addition, or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee, assignee or successor or any Unsold Residential Unit, as long as the Sponsor, its designee, assignee, or successor owns an Unsold Residential Unit in the Condominium unless Sponsor, its designee, assignee, or successor has given its prior written consent thereto. This provision is not subject to amendment.

(c) The Board of Managers shall have the right to amend these By-Laws without the consent of the Residential Unit Owners to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state, city or local law or regulation that may affect the Condominium. In connection therewith, each Residential Unit Owner upon becoming a Residential Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend these By-Laws for said purposes.

(d) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights, and priorities of a mortgagee.

(e) The Sponsor shall have the right to amend the By-Laws without the consent of the Residential Unit Owners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or

technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state, city or local law or regulation that may affect the Condominium. In connection therewith, each Residential Unit Owner upon becoming a Residential Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Residential Units to amend these By-Laws for said purposes.

(f) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Residential Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; method of assessments, assessment liens, or subordination of assessment liens; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential Unit's Limited Common Elements, or rights to their use; convertibility of Residential Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the selling and leasing provisions of Residential Units contained in Article XI of these By-Laws; imposition of any restrictions on a Residential Unit Owner's right to sell or transfer the Residential Unit Owner's Residential Unit; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to these By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. Sponsor has the right to amend the Condominium By-Laws, without consent of Residential Unit Owners or the Board of Managers, to provide that a holder, insurer, or guarantor of a first mortgage shall automatically be deemed an "eligible holder, insurer or guarantor" upon becoming same without the requirement of having to request notice in accordance therewith.

ARTICLE XI. SELLING, MORTGAGING AND LEASING RESIDENTIAL UNIT

Section 1. Selling and Leasing Residential Units.

Any Residential Unit may be conveyed subject to the Right of First Refusal of the Board of Managers as provided for in Section 2 hereof and subject to local zoning ordinances, by its Residential Unit Owner free of any restrictions except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Residential Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Residential Unit Owner's Residential Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Residential Unit.

Any Residential Unit Owner may convey the Residential Unit Owner's Residential Unit and Percentage of Common Interest appurtenant thereto, to the Board of Managers on behalf of all Residential Unit Owners free of any cost to the Board of Managers or the Residential Unit Owners and upon such conveyance such Residential Unit Owner shall not be liable for any Common Charges thereafter accruing against such Residential Unit.

Any Residential Unit may be leased subject to the leasing requirements contained in Section 7 of this Article XI and subject to the Board of Managers' Right of First Refusal as provided in Section 2 of this Article XI. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 7 below to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in Section 7 below. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

The provisions of this section shall not apply to the acquisition or sale of a Residential Unit by a mortgagee who shall acquire title to such Residential Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagees.

Whenever the term "Residential Unit" is referred to in this section, it shall include the Residential Unit, the Residential Unit Owner's undivided Percentage of Common Interest in the Common Elements and the Residential Unit Owners' interest in any Residential Units acquired by the Board of Managers.

Any sale or lease of any Residential Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 2. Right of First Refusal

No Residential Unit Owner other than Sponsor, its successors, assigns or designees, may sell or lease their Residential Unit except by complying with the following provisions:

Any Residential Unit Owner who receives a bona fide offer to (a) purchase the Residential Unit Owner's Residential Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, and (ii) the interest of such Residential Unit Owner in any Residential Unit theretofore acquired by the Board of Managers or the Board of Manager's designee on behalf of all Residential Unit Owners, or Residential Unit Owner's interest in the proceeds of sale or lease of such Residential Unit, if any, or (b) lease the Residential Unit Owner's Residential Unit, such an offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called the "Offeree Residential Unit Owner". In the event the Residential Unit Owner intends to accept the Outside Offer, the Residential Unit Owner must give notice by certified or registered mail or by courier service, such as Federal Express, evidencing receipt by the Board or any Managing Agent of the receipt of such Outside Offer within ten (10) days of such Outside Offer. Said notice shall state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require. The giving of such notice to the Board of Managers shall constitute an offer by such Residential Unit Owner to sell the Residential Unit Owner's Residential Unit or Lease the Residential Unit Owner's Residential Unit to the Board of Managers or its designee, corporate or otherwise, on behalf of all other Residential Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Offeree Residential Unit Owner who has received such Outside Offer to the Board of Managers, on behalf of all Residential Unit Owners, that such Residential Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Residential Unit Owner shall submit in writing such further information with respect thereto as the Board of Managers may reasonably request. Not later than ten (10) days after the later of the receipt of such notice or such further information as may have been requested by the Board of Managers, the Board of Managers may elect, by sending written notice to such Offeree Residential Unit Owner before the expiration of said ten (10) day period, by certified or registered mail, return receipt requested, to purchase such Residential Unit or to lease such Residential Unit, as the case may be, or to cause the same to be purchased or leased by its designee (corporate or otherwise), on behalf of all Residential Unit Owners on the same terms and conditions as contained in the Outside Offer and stated in the notice from the Offeree Residential Unit Owner.

In the event the Board of Managers shall timely elect to purchase any such Residential Unit or to Lease such Residential Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close, or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Board of

Managers of its election to accept such offer. If, pursuant to such Outside Offer to purchase such Residential Unit, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Residential Unit Owner's existing mortgage or mortgages, the Board of Managers may purchase the Residential Unit and assume to take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Residential Unit Owner, if such Residential Unit is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and other documents and/or documentary stamps affixed at the expense of such Residential Unit Owner, who shall also pay all the taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interests, if any, and the Common Charges shall be apportioned between the Offeree Residential Unit Owner and the Board of Managers, or its designee (corporate or otherwise), as of the closing date. In the event such Residential Unit is to be leased, the Offeree Residential Unit Owner shall execute and deliver to the Board of Managers, or to its designee (corporate or otherwise), a lease between the Offeree Residential Unit Owner, as Landlord, and the Board of Managers, or its designee (corporate or otherwise), as Tenant, covering such Residential Unit for the rental and terms contained in such Outside Offer.

In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of such notice, as aforesaid, or in the event the Board of Managers shall, prior thereto, waive such Right of First Refusal in accordance with Sections 3 and 4 of this Article, the Offeree Residential Unit Owner shall be free to accept the Outside Offer within a sixty (60) day period after (i) notice of refusal is sent or (ii) the expiration of the period in which the Board of Managers or its designee might have accepted such offer, as the case may be. In the event the Offeree Residential Unit Owner shall not, within such sixty (60) day period, accept in writing the Outside Offer, or if the Offeree Residential Unit Owner shall accept the Outside Offer within such sixty (60) day period, but such sale or lease, as the case may be, shall not be consummated, then should such Offeree Residential Unit Owner thereafter elect to sell such Residential Unit or lease such Residential Unit, as the case may be, the Offeree Residential Unit Owner shall be required to again comply with all the terms and conditions of this Section.

Any deed to an Outside Offeror shall provide that the acceptance thereof by the Outside Offeror shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of an Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended, or assigned without the prior written consent of the Board of Managers; the tenant shall not assign the tenant's interest in such Lease or sublet the demised premises or any part thereof without the prior written consent of the Board of Managers; and the Board of Managers shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (i) a default by the tenant to perform its obligations under such

lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

Except as herein above set forth, the form of any such lease executed by the Board of Managers, or an Outside Offeror, shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain such other modifications as provide in Section 7 of this Article XI and as shall be required and approved in writing by the Board of Managers. Any lease executed by the Board of Managers, as tenant, shall provide that the Board of Managers may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Residential Unit in violation of this section shall be voidable at the election of the Board of Managers and, if the Board of Managers shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board of Managers to commence legal proceedings to evict the purported tenant (in the case of an unauthorized leasing) in the name of the said Residential Unit Owner as the purported landlord. Said Residential Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions of Section 2 of this Article XI shall not apply to Sponsor-owned Residential Units or any mortgagee acquiring title to a Residential Unit, in a foreclosure or otherwise. The Sponsor, its successors, assignees or designees or any mortgagee acquiring title to a Residential Unit in a foreclosure or otherwise shall have the right to freely sell their Residential Unit or to freely lease all or any part thereof without first having to offer the same for sale or lease to the Board of Managers.

Section 3. Release or Waiver by Board of Managers of the Right of First Refusal.

The Right of First Refusal contained in Section 2 of this Article XI may be released or waived by the Board of Managers only in the manner provided in this Section 3 of Article XI. In the event the Board of Managers shall release or waive its Right of First Refusal as to any Residential Unit, such Residential Unit may be sold, conveyed or leased free and clear of the provisions of said Sections 1 and 2 and all other restrictions, except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease the Residential Unit Owner's Residential Unit unless and until all unpaid Common Charges and/or Special Assessments assessed against the Residential Unit Owner's Residential Unit shall have been paid to the Board of Managers and all provisions regarding rentals as provided for in Section 7 of this Article XI are met. However, such unpaid Common Charges and/or Special Assessments can be paid out of the proceeds from the sale of a Residential Unit or by the Purchaser of the Residential Unit. Further, a Residential Unit Owner may convey the Residential Unit Owner's Residential Unit and the Residential Unit Owner, the Residential Unit Owner's Common Interest appurtenant thereto to the Board of Managers on behalf of all Residential Unit Owners free of any cost to the Board of Managers or the Residential Unit Owners, and upon such conveyance

such Residential Unit Owner shall not be liable for any Common Charges and/or Special Assessments thereafter accruing against such Residential Unit. Any sale or lease of any Residential Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 4. Certificate of Termination of Right of First Refusal.

A certificate executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 2 of this Article XI have been met by a Residential Unit Owner or stating that the Right of First Refusal contained therein has been duly released or waived by the Board of Managers, and that as a result thereof the rights of the Board of Managers thereunder shall terminate, shall be conclusive upon the Board of Managers and the Residential Unit Owners in favor of all persons who rely upon such certificate in good faith. The Board of Managers shall furnish, without charge, such certificate upon request to any Residential Unit Owner with respect to whom the provisions of such section have, in fact, terminated.

Section 5. Financing of Purchase of Residential Unit by Board of Managers.

The purchase of a Residential Unit by the Board of Managers or its designee, on behalf of all Residential Unit Owners, may be made from funds deposited in the capital and or operating account of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Residential Unit Owner, in proportion to each Residential Unit's percentage of common interest as reflected in Schedule B of the Declaration, as a Special Assessment, and/or the Board of Managers may in its discretion finance the acquisition of the Residential Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Residential Unit to be purchased. If financed all costs of the financing and any debt service on the financing shall be paid as a Special Assessment or become an ongoing Common Expense of the Condominium until the debt is satisfied.

Section 6. Exceptions.

The provisions of Section 2 of this Article XI shall not apply with respect to any lease, sale or conveyance of a Residential Unit by (a) the Residential Unit Owner thereof to the Residential Unit Owner's spouse, adult children, parents, parents-in-law, adult siblings, or any one or more of them, (b) to any devisee or beneficiary as a result of the death of the Residential Unit Owner, pursuant to a Will or by operation of law, should the Residential Unit Owner die Intestate or (c) the Sponsor, its successor, assignee or its designee, (d) the Board of Managers, or (e) any proper officer conducting the sale of the Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit, or delivering a deed in lieu of such foreclosure; provided, however, that the new Residential Unit Owner shall be bound by, and the Residential Unit Owner's Residential Unit subject to, the provisions of this Article.

Section 7. Leasing Requirements for Residential Units.

In addition to the Right of First Refusal detailed in Section 2 above, every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) No later than thirty (30) days prior to execution of a lease or a renewal lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease, credit and background check (including criminal background), a minimum of two (2) referrals and any other information that may be requested by the Board of Managers;

(b) the lease must be in writing;

(c) the lease must be for the entire Residential Unit;

(d) the lease must have a minimum term of twelve (12) months. Renewal terms shall also have a minimum term of twelve (12) months.

(e) the form of the lease and any renewal lease must contain a provision that the tenant has thoroughly read and agrees to be subject to the Declaration, the By-Laws and Rules and Regulations of the Condominium and agrees to accept the power of attorney of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the Rules and Regulations of the Condominium and agrees to be jointly and severally liable with the Residential Unit Owner for any and all fines and costs levied against the tenant for any violation of the provisions of the Rules and Regulations, By-Laws and/or Declaration of Condominium;

(f) the use of the premises is subject to the Declaration, the By-Laws and the Rules and Regulations of the entire Condominium;

(g) within thirty (30) days of occupancy by the tenant or renewal of any lease, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing Agent or if no Managing Agent to the Board of Managers of the Condominium;

(h) the Residential Unit cannot be used as a youth hostel, Airbnb, bed and breakfast, motel, hotel and/or for any other transient type of use;

(i) no Residential Unit Owner, Resident or tenant shall be permitted to place any signs for rent in or on the Residential Unit or the Common Elements of the Condominium;

(j) all leases and tenants are subject to all municipal requirements applicable to rentals, if any;

(k) all leases of a Residential Unit shall contain the following language: “This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the right if any, of the Board of Managers of the Condominium with respect to the transaction embodied herein pursuant to the terms of the By-Laws of the Condominium, as the same may have been amended;

(l) the lease must contain the Smoking Policy provisions contained in Article VIII, Section 2 of these By-Laws; and

(m) if any Residential Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any Rules and Regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Residential Unit Owner, or both, to have the tenant evicted or to recover damages, or both.

The Board of Managers, in its sole discretion, may add or change any of the criteria in this Section 7 with respect to the requirements of leasing Residential Units.

The Board of Managers reserves the right to deny a prospective tenant of a Residential Unit’s application if the Board of Managers determines that the prospective tenant may constitute a threat to the health, safety and/or protection of the Residential Unit Owners or may result in substantial physical damage to the Common Elements of the Condominium without having to exercise the Board of Managers’ Right of First Refusal. In the event the Board of Managers of the Condominium, in its sole discretion, determines that the prospective tenant of the Residential Unit does not meet its criteria for tenancy of a Residential Unit as provided herein and in Sections 1 and 7 of Article XI of the By-Laws, the Board of Managers shall issue a denial to the Residential Unit Owner within ten (10) days of such determination. The Residential Unit Owner shall thereafter have the right to procure a second prospective tenant for the Board of Managers’ Right of First Refusal, review, and approval pursuant to all of the terms of Article XI of the By-Laws.

In order to carry out the provisions of this Article XI and pursuant to the provisions of Article XIV of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner’s Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney’s fees, and these costs shall be a

continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

The foregoing restrictions of Sections 1, 2 and 7 of this Article XI shall not apply to Sponsor owned Residential Units or any mortgagee acquiring title to a Residential Unit, in a foreclosure or otherwise. The Sponsor, its successors, assignees or designees or any mortgagee acquiring title to a Residential Unit in a foreclosure or otherwise shall have the right to freely sell their Residential Unit or to freely lease all or any part thereof as long as the lease and use by a tenant, is in compliance with the permitted use of the Residential Unit under applicable zoning and occupancy requirements.

Section 8. Waiver of Partition Rights.

The Residential Unit Owners waive all of their voting rights concerning partition respecting any Residential Unit acquired by the Board of Managers in accordance with this Article.

Section 9. Gifts, etc.

Any Residential Unit Owner may convey or transfer their Residential Unit by gift during the Residential Unit Owner's lifetime or devise their Residential Unit by will or pass the same by intestacy, without restriction.

Section 10. Tenant Bound by Declaration.

By becoming a tenant, each tenant agrees to be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

Section 11. Lenders.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (e), (f), (g), (h), (i), (j) and (k) of Section 7 of this Article XI shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of this Article XI. In addition, the provisions of Article XII of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Unit by the mortgagee.

Section 12. Sponsor.

The foregoing restrictions of Sections 1, 2 and 7 of this Article XI shall not apply to Sponsor owned Residential Units. The Sponsor, its successors, assignees, or designees shall have the right to freely sell their Residential Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted use of the Residential Unit under applicable zoning and occupancy requirements.

Section 13. Section 339-kk of the Real Property Law.

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws.

ARTICLE XII. ARBITRATION

Section 1. Procedure.

Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the local jurisdiction of the Condominium in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto.

The arbitrator shall be an independent 3rd party who is not related to any of the parties to the dispute. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 2. Variation by Agreement.

The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as “New York Simplified Procedure for Court Determination of Disputes”.

Section 3. **Binding Effect.**

The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses.**

The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs, and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by the Condominium Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses.

ARTICLE XIII. CONDEMNATION

In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $100,000 and to the Board of Managers if the award is $100,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) So much of the award as is applicable to the General Common Elements, to the Residential Unit Owners pro rata according to the respective Percentage of Common Interest appurtenant to the Residential Unit owned by such Residential Unit Owners.

(b) So much of the award as is applicable to the Individual Residential Unit's Limited Common Elements, to the Residential Unit Owner having general use of such Individual Residential Unit's Limited Common Element.

In such eminent domain or condemnation proceeding the Board of Managers shall request that the award set forth the amount allocated to General Common Elements, and to each Individual Residential Unit's Limited Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to the arbitration in accordance with Article XII of these By-Laws. Any condemnation or eminent domain award shall require that any proceeds applicable to a Residential Unit be applied first to a first mortgagee of a Residential Unit as its interest may appear.

ARTICLE XIV. SPONSOR RIGHTS

Section 1. Sales/Rentals.

The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales and rental offices in and about the Condominium, including any Unsold Residential Units located within the Condominium Building or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Residential Units to prospective purchasers or tenants, to utilize the Common Elements, no matter how classified, and without limitation, to do any and all things necessary incident to the sale or rental of the Residential Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

Section 2. Signs/Ingress/Egress.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct, sell and lease the Residential Units, or any other property, development, or community the Sponsor, its successors, assigns or designees so prescribe. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium no matter how classified.

Section 3. Additional Rights.

The Sponsor, its successor, assignees, designees, nominees, and agents shall, in addition to the above, have any additional rights afforded to the Sponsor, its successors, assignees, designees, nominees and agents in these By-Laws, Rules and Regulations and the Declaration of Condominium.

Section 4. Amendment

This Article XV may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one (1) or more unsold Residential Units.

ARTICLE XV. MISCELLANEOUS

Section 1. Insurance.

Under no circumstances shall a Residential Unit Owner permit or suffer anything to be done or left in a Residential Unit which will increase the insurance rates on the Residential Unit or any other Residential Unit or on the Common Elements.

Section 2. **Severability.**

Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. **Notice to Condominium.**

A Residential Unit Owner, who mortgages the Residential Unit, shall notify the Condominium through the management agent, if any, or the Board of Managers in the event there is no management agent, of the name and address of the Residential Unit Owner's mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Residential Units".

Section 4. **Notice of Unpaid Assessments.**

The Board of Managers shall at the request of a mortgagee of a Residential Unit, report any unpaid Common Charges due from the Residential Unit Owner of such Residential Unit.

Section 5. **Examination of Books and Records.**

Every Residential Unit Owner or the Residential Unit Owner's representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board of Managers at convenient hours on weekdays (except legal holidays) but not more often than once a month. Said hours are to be determined by the Board of Managers or Managing Agent.

Section 6. **Costs of Legal Action**

In the event the Board of Managers institutes any legal action for the enforcement of any of the provisions of the Declaration of the Condominium, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Board of Managers on behalf of the Condominium, plus interest and costs of suit.

Section 7. **Reports to Residential Unit Owners**

It is the obligation of the Board of Managers of the Condominium to give all Residential Unit Owners annually:

(a) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Board of Managers and such statement shall be provided within four (4) months of the end of each fiscal year;

(b) notice of at least five (5) but not more than thirty (30) days prior to the Annual Meeting; and

(c) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

During the period Sponsor retains control of the Board of Managers, the Sponsor shall be required to provide certified financial statements for the Condominium. The cost of such reports shall be a Condominium Common Expense. In addition, during said period the Sponsor will be required to provide a Certification of Adequacy of the budget for the Condominium from a Managing Agent or other expert who is unaffiliated with the Sponsor for any amendments including the budget to the Offering Plan.

Section 8. **Construction.**

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 9. **Compliance with Article 9-B.**

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

SCHEDULE K-1

SPONSOR CERTIFICATION

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO 13 NYCRR 20.4 (b)

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

RE: **82 STERLING PLACE CONDOMINIUM**
82 Sterling Place, Brooklyn, New York 11217

We are the Sponsor and principals of Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

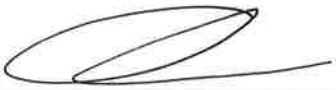
I affirm this 31st day of March, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

82 STERLING PLACE, LLC

By:

ARAN SCOTT, Managing Member

SPONSOR'S PRINCIPAL:



ARAN SCOTT

SCHEDULE K-2

SPONSOR'S ENGINEER OR ARCHITECT CERTIFICATION

PC ARCHITECTURE
PLANNING
DESIGN
PAUL CHRISTAKOS ARCHITECTURE
23-83 33rd Street, Astoria, NY 11105

CERTIFICATION BY SPONSOR'S ARCHITECT

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005

Re: The 82 Sterling Place Condominium
82 Sterling Place, Brooklyn, New York 11217

The undersigned certifies as follows:

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership retained our firm to prepare a report and floor plans describing the construction of the property (the "Report"). I inspected the existing portions of the property on March 3, 2026, and I examined the building plans and specifications that were prepared by Just Architecture and approved by the New York City Department of Buildings on June 19, 2008 , and prepared the Report dated July 1, 2026, a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is a registered architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that 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 the 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;

PC
ARCHITECTURE
PLANNING
DESIGN
PAUL CHRISTAKOS ARCHITECTURE
23-83 33rd Street, Astoria, NY 11105

(vii) does not contain any representation or statement which is false, where I

i. knew the truth;
ii. with reasonable effort could have known the truth;
iii. made no reasonable effort to ascertain the truth; or
iv. did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my firm's compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

I affirm this 1st day of July, 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.

Signature

SCHEDULE K-3

SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

FAIRWAY REALTY GROUP, INC.
149-41 14TH AVENUE
WHITESTONE, NY 11357
718.357.9040
www.fairwayrealtygrp.com

CERTIFICATION OF ADEQUACY OF OPERATING BUDGET PURSUANT TO 13 NYCRR 20.4 (d)

Date: 5/28/2026

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street
New York, NY 10005-1413

RE: **82 Sterling Place Condominium**

Gentlepeople:

The Sponsor of the Condominium Offering Plan for the captioned property retained me to review or prepare Schedule B and Schedule B-1 containing projections of income and expenses for the first year of condominium operation. My experience in this field includes assisting in the management of five (5) properties. I am also a New York State licensed real estate salesperson. I have over ten (10) years of experience as a real estate manager and have prepared and reviewed more than thirty (30) condominium budgets, in addition to providing budget certifications in connection with condominium projects.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the Regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B and Schedule B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential buildings.

I certify that the projections in Schedule B and Schedule 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 Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon

which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I further certify that I am/we are 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 28th day of May, 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.

Very truly yours,

Fairway Realty Group, Inc.

By: _____
Signature

Stephen L. Pappalardo
Licensed Real Estate Salesperson

SCHEDULE L

SECTION 339-KK OF THE REAL PROPERTY LAW

The Real Property Law is amended by adding a new Section 339-kk to read as follows:

"§ 339-kk. Rents. (a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent."

This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.