THIS IS A NON-EVICTION PLAN. NO NON-PURCHASING TENANTS OF RESIDENTIAL UNITS WILL BE EVICTED BY REASON OF CONVERSION TO CONDOMINIUM OWNERSHIP.

CONDOMINIUM OFFERING PLAN

KISSENA GARDENS CONDOMINIUM

43-43 Kissena Boulevard
Flushing, New York 11355

	Tenant Purchasers	Non-Tenant Purchasers
Purchase Price for 80 Residential Units	$23,604,160	$29,505,200
Purchase Price for 6 Professional Units	2,701,500	3,376,875
Purchase Price for 29 Garage Units	696,000	870,000
Total Purchase Price of all Units	$27,001,660	$33,752,075
Capital Reserve Fund		$ 708,125*
Working Capital Fund		$ 21,500**

* Based upon the sale of 80 Residential Units to tenant Purchasers in occupancy.

** This fund will be established by contributions of purchasers of Residential Units and Professional Units (and by Sponsor with respect to Unsold Units) and is subject to diminution for closing adjustments.

SPONSOR:

ROBERT EISENOFF, HARRY EISENOFF, JOEL P. BERGER, JOHN M. DOWNING & JOHN M. DOWNING, JR.
42-08 Bell Boulevard
Bayside, New York 11361
(718) 229-8887

SELLING AGENT:

BRIGITTE GREENE REALTY
116-29 Metropolitan Avenue
Kew Gardens, New York 11418
(718) 461-2131

BUSINESS ADDRESS OF CONDOMINIUM:

KISSENA GARDENS CONDOMINIUM
42-08 Bell Boulevard
Bayside, New York 11361
(718) 229-8887

DATE OF ACCEPTANCE OF FILING: SEPTEMBER 29, 2006. THIS PLAN MAY NOT BE USED AFTER SEPTEMBER 28, 2007, UNLESS EXTENDED BY AMENDMENT.

SEE PAGE iv FOR SPECIAL RISKS TO PURCHASERS.

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

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

KISSENA GARDENS CONDOMINIUM

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SPECIAL RISK FACTORS

1. The Board of Managers may make capital repairs and improvements to the Building and its equipment. Some of these improvements may entitle owners of Unsold Units occupied by non-purchasing residential tenants to rent increases. (See "Rights of Existing Tenants", Part I, page 43 of the Plan for further discussion.)

2. The Sponsor has retained control of the Board of Managers until the fifth anniversary date of the closing of the first unit or until fifty-one (51%) percent of the Units in the Condominium are closed, whichever shall occur first.

So long as the Sponsor or its designee shall continue to own Units representing twenty-five (25%) percent or more in common interest, but in no event later than two (2) years from the date of the closing of the first unit, whichever shall occur first, the Board of Managers may not, without the Sponsor's prior written consent, (i) make any additions, alterations or improvements to the common elements or to any Unit costing cumulatively more than $2,500.00, the foregoing not to include necessary repairs and maintenance work; or (ii) assess any common charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; or (iii) hire any employee in addition to the employees referred to in this Plan; or (iv) enter into any contracts not in existence on the date of the first closing of title to a Unit; or (v) borrow money on behalf of the Condominium. Sponsor may not exercise veto power over expenses described in Schedule B, 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. Until the first annual meeting of Unit Owners, the Board of Managers shall consist of persons designated by Sponsor. Accordingly until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers. (See "Control by Sponsor", Part I, page 66 of the Plan for further discussion).

3. If a Purchaser requests and Sponsor agrees to grant an adjournment of the closing date in excess of fifteen (15) days, Sponsor shall have the option to (i) collect an additional five (5%) percent of the purchase price as an additional down payment, (ii) charge Purchaser a per diem amount calculated at the rate of fourteen (14)% percent per annum of the purchase price computed from the original closing date to the actual date of closing, and (iii) make "time of the essence" with respect to the adjourned closing date (which shall in no event exceed thirty (30) days from the originally scheduled closing date). If the Sponsor does make "time of the essence" for any such adjourned closing date and if Purchaser subsequently defaults under the Purchase Agreement and fails to cure the default in accordance with the Purchase Agreement, the Sponsor is not obligated to grant such Purchaser's request for another adjournment of the Closing Date, and may terminate the Purchase Agreement, and Sponsor shall be entitled to retain the full down payment with interest, if any, as liquidated damages under the Purchase Agreement. (See "Procedure to Purchase" in Part I, page 51 of the Plan and "Purchase Agreement" in Part II, Schedule C, page 101 of the Plan for further discussion.)

Additionally, if a Purchaser fails for any reason (other than the Sponsor's inability to close title) to close title to his Unit on the originally scheduled closing Date and Sponsor elects to extend the Purchaser's time to close under the Purchaser's Purchase Agreement, then, as a result of the same, the closing apportionments to be made at the closing will be made as of midnight of the day preceding the originally scheduled Closing Date. (See "Procedure to Purchase" in Part I, page 51 of the Plan and "Purchase Agreement" in Part II, Schedule C, page 101 of the Plan for further discussion.)

4. Other than a Purchaser's normal closing expenses, each purchaser must pay at the closing of title the following expenses:

(a) New York State Real Property transfer tax;

(b) New York City Real Property transfer tax;

(c) ACRIS transfer tax returns preparation fee;

(d) $250 to the Condominium as an initial contribution to the working capital fund;

(e) $1,650 to Sponsor's attorney for preparation of the closing documents, as well as a travel fee of $350 if the closing is held at a place other than the office of the Sponsor's attorney (but within the county of Queens). For closings outside of Queens, the travel fee to Sponsor's attorney shall be $500. In the event Purchaser obtains financing to purchase the Unit, Purchaser must pay to Sponsor's attorney an additional fee of $250;

(f) In the event Purchaser assigns the Purchase Agreement, the Purchase Agreement is cancelled, Purchaser adjourns the closing or defaults and, thereafter, closes title, Sponsor's attorney shall collect a fee of $450 for the additional legal work caused thereby.

See Section of Plan entitled "Unit Closing Costs and Adjustments", Part I, Section XV, page 59 of the Plan for further discussion.

5. The provision of the Declaration and By-laws that requires written consent of the Board of Managers prior to a Unit Owner making an alteration does not apply to the Sponsor. However, Sponsor shall not make alterations that would impair the structural soundness of a Unit or the Common Elements. (See "Rights and Obligations of Unit Owners and Board of Managers" in Part I, Page 74, Article 17 of Schedule K, page 246 and Article VIII of Schedule O, page 264 of the Plan for further discussion).

6. All down payments made by Purchasers prior to closing will be placed in an interest bearing escrow account. The segregated escrow account will not be federally

insured in excess of $100,000.00. (See "Procedure to Purchase", Part I, page 51 of the Plan for further discussion).

7. Sponsor is retaining the unconditional right to rent the units rather than sell all the units. Although a mortgage currently encumbers the property, none of the terms of the mortgage obligate the Sponsor to market units for sale as they become vacant (i.e. no minimum number or percentage of units which must be under contract before the plan can be declared effective, no minimum release price set by the mortgagee, and no limits or requirements imposed by the mortgagee for Sponsor to rent rather than sell under specified market conditions). However, in order for the mortgagee to release its lien from the unit being sold, Sponsor must make a principal payment to the mortgagee equal to 140% of the unit's pro rata share of the mortgage loan. Additionally, Sponsor must make a payment to the mortgagee of 1% of the principal payment so made. In the event of a bulk sale of three (3) or more units, the full pre-payment penalty of the mortgage shall apply (i.e. 105% of the principal balance then remaining on the mortgage during the period of November 1, 2004 through October 31, 2005; 104% of the principal balance then remaining on the mortgage during the period of November 1, 2005 through October 31, 2006; 103% of the principal balance then remaining on the mortgage during the period of November 1, 2006 through October 31, 2007; 102% of the principal balance then remaining on the mortgage during the period of November 1, 2007 through October 31, 2008; 101% of the principal balance then remaining on the mortgage during the period of November 1, 2008 through October 31, 2009. There is no pre-payment penalty after October 31, 2009). (See "Introduction", page 1 of the Plan and "Rights and Obligations of the Sponsor", page 64 of the Plan for further discussion.)

As Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment by the Sponsor to sell more than the 15% of the units necessary to declare the plan effective and owner-occupants may never gain effective control and management of the condominium. (See "Introduction", page 1 of the Plan for further discussion).

8. No bond or other security has or will be posted to insure performance of Sponsor's obligations under the offering plan. The Sponsor intends to use income from projected sales or rentals of unsold units in the condominium to meet its obligations. If there are fewer sales than expected or rental income is insufficient if the Sponsor rents unsold units, the Sponsor makes no representation about and is posting no security for the funding of such obligations. (See "Rights and Obligations of the Sponsor", page 64 of the Plan for further discussion).

9. Sponsor represents that the number of residential units currently at the Building do not conform to the number of residential units that are stated on the Certificate of Occupancy. The Certificate of Occupancy states that the number of residential units is seventy-nine (79). However, the actual number of residential units currently at the Building is eighty-one (81) (of which one [1] residential unit is occupied by the superintendent). The Sponsor represents that prior to or at closing of the First Unit, the Sponsor will use best efforts to revise the Certificate of Occupancy to conform

to the actual use at the Building; in the event Sponsor is unable to obtain the revised Certificate of Occupancy prior to or at closing, Sponsor will place in escrow an amount determined by a professional engineer or architect to be sufficient to obtain said revised Certificate of Occupancy after closing. Until the Sponsor obtains a revised Certificate of Occupancy, Sponsor will not sell Residential Unit 102 at the building. The residential unit occupied by the superintendent will also not be sold by Sponsor; the superintendent's unit will be part of the common elements of the condominium. (See "Sponsor's Statement of Building Condition", page 97 of the Plan and "Description of Property and Building Condition", page 129 of the Plan for further discussion).

10. Sponsor has been informed by Testing Mechanics Corp., 3770 Merrick Road, Seaford, New York 11783 that exposed friable asbestos containing materials (ACM) were identified in maintenance, custodial, and select common areas of the Building. No exposed friable ACM was detected in any of the residential units inspected. Sponsor shall follow the recommendations of Testing Mechanics Corp. to remove the exposed friable asbestos containing materials identified in maintenance, custodial, and select common areas of the Building disclosed in the asbestos report. If the exposesd friable asbestos containing materials are not removed prior to closing of the first Unit, the sponsor shall place in escrow an amount determined by a professional engineer or architect to be sufficient to pay for the work required. (See "Sponsor's Statement of Building Condition", page 97 of the Plan and "Asbestos Report", page 186 of the Plan for further discussion).

11. The Unit owners have the right to sell and rent their respective units, provided they first obtain a waiver of the Condominium's Right of First Refusal. The Sponsor is not subject to the Right of First Refusal (See "Interim Leases", Part I, page 50 of the Plan, "Rights and Obligations of Unit Owners and the Board of Managers, Part I, page 74, and "Condominium By-laws", Part II, Schedule O, page 264 of the Plan for further discussion.)

12. Because the plan can be declared effective based on sales of 15% of the units to tenants or bona fide purchasers for their own occupancy, purchasers may be living in a mixed rental/owner-occupied building for an indeterminate period of time and that owner-occupants may not control the board or operation of the property during such transition. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e. purchase as a home as opposed to as an investment. (See "Introduction", page 1 of the Plan for further discussion).

13. The Sponsor or its designee may sell or lease an Unsold Garage Unit to someone who is not a Residential Unit Owner or a Professional Unit Owner and, therefore, individuals who are not otherwise connected with the Condominium will have access to Condominium premises. (See "Introduction", Part I, page 1 of the Plan and "Rights and Obligations of Unit Owners and the Board of Managers", Part I, page 74 of the Plan for further discussion).

14. Sponsor will maintain the Common Elements in accordance with the requirements of law and prior to the closing of the first Unit or within a reasonable time thereafter, Sponsor will cause to be cured all violations of record as of the closing date of the first Unit. In addition, Sponsor will maintain each Unit in accordance with the requirements of law and prior to the closing of each Unit or within a specified reasonable period of time thereafter, Sponsor will cause to be cured all violations of record as of the closing date of each Unit (except violations caused by acts or omissions of tenants in the Building in their own Units). Prior to the closing of the first Unit, the Sponsor will eliminate all dangerous or hazardous conditions including but not limited to "C" violations as defined in the New York City Administrative Code, of which Sponsor has reasonable advance notice and will comply with all work orders from mortgagees and insurers. If other violations are to be cured within a reasonable time after the closing of the first Unit, Sponsor will place in escrow an amount determined by a professional engineer or architect to be sufficient to cure the violations. (See "Sponsor's Statement of Building Condition", page 97 of the Plan for further discussion).

15. A purchaser is advised that the Property and the units therein are being offered and sold in their "as is" condition on the Closing Date and that Sponsor will not be obligated to make any repairs or improvements, except as otherwise expressly described in "Sponsor's Statement of Building Condition". Except for the obligations of Sponsor described in "Sponsor's Statement of Building Condition", any repairs or improvements to the Property or the units therein will be the responsibility of the purchaser or the Condominium, as the case may be, and will not be the responsibility of the Sponsor. A purchaser should inspect the Property and his unit as well as review the "Sponsor's Statement of Building Condition" as set forth in Part I of the Plan and the "Description of Property and Building Condition" as set forth in Part II of the Plan.

Purchasers should note that there are screen enclosures on some of the balconies that appear to be tenant installed and not to be structurally sound. It is estimated by Sponsor's engineer that the cost to remove the balcony screens would be $10,000. The Sponsor, however, will not be removing the balcony screens. Consequently, the balcony screens will be the responsibility of the purchaser or the Condominium, as the case may be, to remove. (See "Sponsor's Statement of Building Condition", page 97 of the Plan and "Description of Property and Building Condition", page 129 of the Plan for further discussion).

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PART I

INTRODUCTION

The purpose of the Offering Plan is to set forth all the material terms of the offer. The Plan may be amended from time to time when an amendment is filed with the New York State Department of Law. Amendments will be served on all offerees.

The Condominium is subject to and complies with the New York Condominium Act.

The Sponsor consists of five individuals, Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr., having principal office c/o Joel P. Berger, 42-08 Bell Boulevard, Bayside, New York 11361. Sponsor acquired the property by deed dated April 21, 1981 and recorded in the office of the clerk of Queens County on September 14, 1981 in Reel 1366 Page 1442.

The Sponsor is retaining the unconditional right to rent the units rather than sell all the units. If the Sponsor makes a bulk sale of all or some of its units, the transferee successor sponsor is bound by the Sponsor's representations regarding its commitment to sell units. A transferee successor sponsor must satisfy the definition of a "Sponsor" set forth in 13NYCRR Section 23.1(c)(1) (i.e. "Sponsor" shall be deemed to include owners of at least ten (10) units or 20% of the total number of units in the condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of his or her immediate family; such sponsor will be deemed, however, to be a sponsor with the obligations of a sponsor, only in relationship to the units which such sponsor owns).

Although a mortgage currently encumbers the property, none of the terms of the mortgage obligate the Sponsor to market units for sale as they become vacant (i.e. no minimum number or percentage of units which must be under contract before the plan can be declared effective, no minimum release price set by the mortgagee, and no limits or requirements imposed by the mortgagee for Sponsor to rent rather than sell under specified market conditions). However, in order for the mortgagee to release its lien from the unit being sold, Sponsor must make a principal payment to the mortgagee equal to 140% of the unit's pro rata share of the mortgage loan. Additionally, Sponsor must make a payment to the mortgagee of 1% of the principal payment so made. In the event of a bulk sale of three (3) or more units, the full pre-payment penalty of the mortgage shall apply (i.e. 105% of the principal balance then remaining on the mortgage during the period of November 1, 2004 through October 31, 2005; 104% of the principal balance then remaining on the mortgage during the period of November 1, 2005 through October 31, 2006; 103% of the principal balance then remaining on the mortgage during the period of November 1, 2006 through October 31, 2007; 102% of the principal balance then remaining on the mortgage during the period of November 1, 2007 through October 31, 2008; 101% of the principal balance then remaining on the mortgage during the period of November 1, 2008 through October 31, 2009. There is no pre-payment penalty after October 31, 2009).

The Sponsor hereby offers 80 Residential Units, 6 Professional Units, and 29 Garage Units for sale under this Plan. The purchase prices and estimated Common Charges for each of these

Units are listed below in Schedule A-"Offering Prices and Related Information". The Superintendent's apartment (apartment #108) is not offered for sale but will be part of the Limited Common Elements.

Each purchaser owns his Unit outright and is entitled to exclusive possession of his Unit (unless it is purchased subject to the rights of a non-purchasing tenant) together with an interest in and right to use the Common Elements, and exclusive right to use Limited Common Elements, if any.

Each purchaser will also own an undivided interest in and right to use the Common Elements and an exclusive right to use the Limited Common Elements that pertain to his Unit, if any. The owner of a Unit with a balcony and/or terrace to which there is direct and exclusive access from the interior of the Unit will have exclusive use of the said balcony and/or terrace. The large center courtyard, the two (2) shall courts or sitting areas, and the rear yard are restricted in use to the owners of the Residential Units. Such balconies/terraces and courtyard/courts/rear yard are part of the "Limited Common Elements" in the Building. All Unit Owners will own in common all exterior walls, roofs and all of the land and improvements located outside of the Units. The Units basically include the sheetrock and air space between the sheetrock of the Units. For a detailed description of the Unit to be conveyed see Schedule K, Article Fifth of the Declaration in Part II of the Plan.

Each Unit Owner must pay Common Charges in accordance with the New York Condominium Act, Sections 339(i) and (m). The Declaration and the By-Laws authorize the Board of Managers specifically to allocate expenses or specific expense items or apportion common charges against the Units in proportion to the interest in the Common Elements appurtenant to such Units or according to such specified other formula (which is fair and reasonable) as provided therein.

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

The Units may be used only for the following purposes: Residential Units may be used for residential purposes and such other uses as are permitted under applicable zoning laws; Professional Units may be used as offices for doctors; Garage Units may be used for parking of passenger cars. All Units, other than Unsold Units, are subject to a Right of First Refusal in favor of the Board of Managers in the event of sale or leasing. Unit Owners may freely mortgage their Units subject only to compliance with certain filing requirements contained in the Condominium's By-Laws.

Each Garage Unit may be owned only by a Residential Unit Owner or a Professional Unit Owner. An Owner of a Garage Unit shall have the right to sell or lease the parking space only to another Residential Unit Owner or Professional Unit Owner. Garage Units may only be used by a Unit Owner, a person permitted to occupy the Garage Unit under a rent stabilized lease or under the By-Laws, the superintendent or the porter, or the Sponsor or its designee. Notwithstanding the foregoing, Sponsor or its designee, as owner of an Unsold Garage Unit, may sell or lease the Unsold Garage Unit to anyone, subject to the rights of occupants of the Building under the

Multiple Dwelling Law. (See "Rights and Obligations of the Unit Owners and the Board of Managers").

The authority to manage the affairs of the Condominium is vested in the Board of Managers. Unit Owners may vote for members of the Board of Managers, in accordance with their percentage of common interest.

Each Unit will be separately taxed and may be separately mortgaged. Each individual Unit Owner will be solely responsible for the payment of all real estate taxes and assessments on his Unit. An estimate of the real estate taxes and assessments that will be payable for each of the Units during the first year of condominium operation of the Property is listed in Schedule A. No Unit Owner will be liable for the payment of, and no Unit will be subject to any lien arising out of the non-payment of, real estate taxes or assessments levied against any other Unit.

The Unit Owner may mortgage his Unit in whatever amount and under whatever terms he can obtain, provided that the mortgage can only be taken from the Sponsor or a bank, savings and loan association, life insurance company, pension fund, trust company (or other institutional lender). Any Unit Owner may, however, upon the resale of his Unit, grant a purchase money mortgage to a purchaser of his Unit. A Unit Owner may mortgage his Unit only if all arrears for common charges, if any, are provided for at the closing of the mortgage loan.

Each Unit Owner may decorate the interior of his Unit in any manner that he desires, subject to compliance with the Condominium's By-Laws and the Rules and Regulations promulgated pursuant thereto, and will be solely responsible for the cost and expense of maintaining, repairing and painting his Unit and for the cost of any insurance he purchases to cover his personal property in the Unit and his liability to others for personal injury or property damage as a result of occurrences in his Unit. (See "Rights and Obligations of the Unit Owners and the Board of Managers" for further discussion).

Other than the Right of First Refusal, the Board of Managers does not have the right to approve or disapprove purchasers. Consequently, there is no limit on the number of owners who may purchase for investment rather than for personal occupancy and there may always be a substantial percentage of owners who are non-residents.

Because the plan can be declared effective based on sales of 15% of the units to tenants or bona fide purchasers for their own occupancy, purchasers may be living in a mixed rental/owner-occupied building for an indeterminate period of time and owner-occupants may not control the board or operation of the property during such transition. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e. purchase as a home as opposed to as an investment.

The Residential Units are subject to the rent stabilization laws. Seven of the residential units are currently vacant. The vacant residential units rented prior to the conversion of the building to condominium ownership shall be subject to the rent stabilization laws. See Schedule A for price information.

Each tenant in occupancy of a Residential Unit, Professional Unit, and Garage Unit on the date the Plan was accepted for filing by the Department of Law has the exclusive right during the first 90 days after the Presentation Date of this Plan to purchase the Unit occupied by such tenant. The Sponsor will not accept purchase agreements from non-tenant purchasers for occupied Residential Units during any exclusive period.

In the event there are at least twelve (12) Purchase Agreements executed by tenants in occupancy of Residential Units within the first 90 days after the Presentation Date of this Plan, Sponsor shall provide at closing a $1,500 appliance allowance to each such tenant in occupancy of a Residential Unit who executed a Purchase Agreement within the first 90 days after the Presentation Date of this Plan.

This is a non-eviction plan. Non-purchasing residential tenants may not be evicted, pursuant to the provisions of General Business Law Section 352-eeee (see the section of the Plan captioned "Rights of Existing Residential Tenants"). Subject to applicable rent laws, tenants of Professional Units and Garage Units may be evicted upon the expiration of their leases.

The prices set forth in Schedule A are not subject to approval by the Department of Law or any other government agency.

The plan delivered to tenants and prospective purchasers contains all of the detailed terms of the transaction. Copies of the Plan, all documents referred to in the plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the office of the selling agent or Sponsor.

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

Definitions

The term "Condominium Documents" means the Declaration, together with the By-Laws, the Rules and Regulations and the Floor Plans, each of which will be recorded or filed simultaneously with the recording of the Declaration.

The term "First Closing" means the first date upon which title to a Unit is conveyed to a purchaser under this plan.

The term 'Garage Units" means any of the twenty-nine (29) Garage Units in the Building being offered for sale under this Plan and designated as such in the Declaration, together with its appurtenant Common Interest.

The term "Initial Control Period" means the period ending on the earlier of (a) the closing of title under this Plan to Units having more than fifty (50%) percent of the aggregate Common Interests appertaining to all Units or (b) five (5) years after the First Closing.

The term "Managing Agent" means the Sponsor with offices c/o Joel P. Berger, 42-08 Bell Boulevard, Bayside, New York 11361.

The terms "Presentation Date", "presentation", "presented" and words of similar import mean the date of delivery of a copy of this Plan to all Residential, Professional and Garage tenants of the Building is completed or five (5) days after it is mailed to those tenants who were nor personally served, whichever is later.

The term "Professional Unit" means any one of the six professional units in the Building designated as such in the Declaration, together with its appurtenant Common Interest. The six Professional Units are presently known by the apartment number designations indicated in Schedule A.

The term "Purchaser" means a purchaser of a Residential Unit, Professional Unit, or Garage Unit under a Purchase Agreement.

The term "Residential Units" means any of the 80 Residential Units in the Building being offered for sale under this Plan and designated as such in the Declaration, together with its appurtenant Common Interest.

The term "Sponsor" means collectively Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing and John M. Downing, Jr. with offices at 42-08 Bell Boulevard, Bayside, New York 11361.

The term "Units" means, collectively, the Professional Units, the Residential Units and the Garage Units. However, where the context so requires, the term "Units" shall be deemed to refer only to one type of Unit as specified therein.

The term "Unit Owners" means, collectively, the respective owners of the Professional Units, the Residential Units, and the Garage Units. However, where the context so requires, the term "Unit Owners" shall be deemed to refer only to one type of Unit Owner as specified therein.

The term "Unsold Units" means any of the Units owned by Sponsor or its designee at the time in question.

The term "rent laws" refers to the New York City Rent Stabilization Law of 1969, the Code adopted pursuant thereto, the Emergency Tenant Protection Act of 1974, as amended, the Omnibus Housing Act of 1983 and regulations promulgated thereunder and Section 352-eeee of the General Business Law, singly or collectively as the context may require.

LOCATION AND AREA INFORMATION

The property is a six story Building located on the east side of Kissena Boulevard between Ash Avenue and Beech Avenue in the Flushing area of the Borough of Queens. It is a short walk to the subway, bus stop, and the Long Island Railroad. It is two blocks to the public elementary school and four blocks to the public high school. Kissena Park and Flushing Meadow Park are in the immediate area.

Police, fire, water, sanitation, snow removal and road maintenance services are provided by the local taxing authority (the City of New York).

The property is located in a R7-1 zoning district in which the following uses are permitted as of right: residential and professional offices.

SCHEDULE A

For the first year of condominium ownership commencing September 1, 2006

Unit No.	No. of Rooms/ Bthrms/ Balconies	Approx. Unit Size Sq. Ft.	Approx. Balcony Sq. Ft.	Approx. Total Unit Area	Tenant Purchase Price	Non-Tenant Purchase Price	% Common Interest	Projected Monthly Common Charges	Projected Annual Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Carrying Charges
	(1)			(2)	(3)	(4)	(5)	(6)		(7)		(8)
RESIDENTIAL UNITS												
101	3/1	838	-	838	260,160.00	325,200.00	0.7215%	281.51	$ 3,378.06	90.55	$ 1,086.59	$ 372.05
102	2/1*+	537	-	537	163,840.00	204,800.00	0.4230%	165.04	$ 1,980.49	53.09	$ 637.04	218.13
103	5/1.5	1,071	-	1,071	334,720.00	418,400.00	1.0987%	428.68	$ 5,144.11	137.89	$ 1,654.65	566.56
104	5/1.5	1,071	-	1,071	334,720.00	418,400.00	1.0987%	428.68	$ 5,144.11	137.89	$ 1,654.65	566.56
105	3/1	842	-	842	261,440.00	326,800.00	0.8213%	320.44	$ 3,845.33	103.07	$ 1,236.89	423.52
106	5/1.5	1,090	-	1,090	340,800.00	426,000.00	1.1182%	436.28	$ 5,235.41	140.33	$ 1,684.02	576.62
107	3/1	730	-	730	225,600.00	282,000.00	0.6101%	238.04	$ 2,856.49	76.57	$ 918.82	314.61
108	NOT FOR SALE - SUPERINTENDENT'S APARTMENT											
109	2/1*	537	-	537	163,840.00	204,800.00	0.4230%	$ 165.04	$ 1,980.49	$ 53.09	$ 637.04	$ 218.13
112	3/1*	842	-	842	261,440.00	326,800.00	0.8213%	320.44	$ 3,845.33	103.07	$ 1,236.89	423.52
115	3/1	730	-	730	225,600.00	282,000.00	0.6101%	238.04	$ 2,856.49	76.57	$ 918.82	314.61
Sub-Total		**8,288**	**-**	**8,288**	**$ 2,572,160.00**	**$ 3,215,200.00**	**7.7459%**	**$ 3,022.19**	**$ 36,266.30**	**$ 972.12**	**$ 11,665.40**	**$ 3,994.31**
201	3/1	838	-	838	264,160.00	$ 330,200.00	0.7965%	$ 310.77	$ 3,729.21	$ 99.96	$ 1,199.54	$ 410.73
202	2/1	537	-	537	167,840.00	209,800.00	0.4896%	191.03	$ 2,292.31	61.45	$ 737.34	252.47
203	5/1.5/B	1,071	77	1,148	363,360.00	454,200.00	1.1737%	457.94	$ 5,495.26	147.30	$ 1,767.60	605.24
204	5/1.5/B	1,071	77	1,148	363,360.00	454,200.00	1.1737%	457.94	$ 5,495.26	147.30	$ 1,767.60	605.24
205	3/1/B	842	78	920	290,400.00	363,000.00	0.8963%	349.71	$ 4,196.48	112.49	$ 1,349.84	462.19
206	5/1.5/B*	1,090	74	1,164	368,480.00	460,600.00	1.1932%	465.55	$ 5,586.56	149.75	$ 1,796.97	615.29
207	3/1*	730	-	730	229,600.00	287,000.00	0.6851%	267.30	$ 3,207.64	85.98	$ 1,031.77	353.28
208	3/1*	838	-	838	264,160.00	330,200.00	0.7965%	310.77	$ 3,729.21	99.96	$ 1,199.54	410.73
209	2/1	537	-	537	167,840.00	209,800.00	0.4896%	191.03	$ 2,292.31	61.45	$ 737.34	252.47
210	5/1.5/B	1,071	77	1,148	363,360.00	454,200.00	1.1737%	457.94	$ 5,495.26	147.30	$ 1,767.60	605.24
211	5/1.5/B	1,071	77	1,148	363,360.00	454,200.00	1.1737%	457.94	$ 5,495.26	147.30	$ 1,767.60	605.24

SCHEDULE A

For the first year of condominium ownership commencing September 1, 2006

Unit No.	No. of Rooms/ Bthrms/ Balconies (1)	Approx. Unit Size Sq. Ft.	Approx. Balcony Sq. Ft.	Approx. Total Unit Area (2)	Tenant Purchase Price (3)	Non-Tenant Purchase Price (4)	% Common Interest (5)	Projected Monthly Common Charges (6)	Projected Annual Common Charges	Projected Monthly Real Estate Taxes (7)	Projected Annual Real Estate Taxes	Projected Total Monthly Carrying Charges (8)
212	3/1/B	842	78	920	290,400.00	$ 363,000.00	0.8963%	$ 349.71	$ 4,196.48	$ 112.49	$ 1,349.84	$ 462.19
214	5/1.5/B	1,090	74	1,164	368,480.00	460,600.00	1.1932%	465.55	$ 5,586.56	149.75	$ 1,796.97	615.29
215	3/1	730	-	730	229,600.00	287,000.00	0.6851%	267.30	$ 3,207.64	85.98	$ 1,031.77	353.28
Sub-Total		**12,358**	**612**	**12,970**	**$ 4,094,400.00**	**$ 5,118,000.00**	**12.8162%**	**$ 5,000.45**	**$ 60,005.45**	**$ 1,608.44**	**$ 19,301.32**	**$ 6,608.90**
301	3/1	838	-	838	268,160.00	$ 335,200.00	0.8647%	$ 337.38	$ 4,048.53	$ 108.52	$ 1,302.25	$ 445.90
302	2/1	537	-	537	171,840.00	214,800.00	0.5562%	217.01	$ 2,604.13	69.80	$ 837.64	286.81
303	5/1.5/B	1,071	77	1,148	367,360.00	459,200.00	1.2419%	484.55	$ 5,814.58	155.86	$ 1,870.31	640.41
304	5/1.5/B	1,071	77	1,148	367,360.00	459,200.00	1.2419%	484.55	$ 5,814.58	155.86	$ 1,870.31	640.41
305	3/1/B	842	78	920	294,400.00	368,000.00	0.9645%	376.32	$ 4,515.79	121.05	$ 1,452.55	497.36
306	5/1.5/B	1,090	74	1,164	372,480.00	465,600.00	1.2614%	492.16	$ 5,905.87	158.31	$ 1,899.68	650.46
307	3/1*	730	-	730	233,600.00	292,000.00	0.7533%	293.91	$ 3,526.95	94.54	$ 1,134.48	388.45
308	3/1	838	-	838	268,160.00	335,200.00	0.8647%	337.38	$ 4,048.53	108.52	$ 1,302.25	445.90
309	2/1	537	-	537	171,840.00	214,800.00	0.5562%	217.01	$ 2,604.13	69.80	$ 837.64	286.81
310	5/1.5/B*	1,071	77	1,148	367,360.00	459,200.00	1.2419%	484.55	$ 5,814.58	155.86	$ 1,870.31	640.41
311	5/1.5/B*	1,071	77	1,148	367,360.00	459,200.00	1.2419%	484.55	$ 5,814.58	155.86	$ 1,870.31	640.41
312	3/1/B	842	78	920	294,400.00	368,000.00	0.9645%	376.32	$ 4,515.79	121.05	$ 1,452.55	497.36
314	5/1.5/B	1,090	74	1,164	372,480.00	465,600.00	1.2614%	492.16	$ 5,905.87	158.31	$ 1,899.68	650.46
315	3/1	730	-	730	233,600.00	292,000.00	0.7533%	293.91	$ 3,526.95	94.54	$ 1,134.48	388.45
Sub-Total		**12,358**	**612**	**12,970**	**$ 4,150,400.00**	**$ 5,188,000.00**	**13.7678%**	**$ 5,371.74**	**$ 64,460.84**	**$ 1,727.87**	**$ 20,734.43**	**$ 7,099.61**
401	3/1	838	-	838	272,160.00	$ 340,200.00	0.9147%	$ 356.89	$ 4,282.63	$ 114.80	$ 1,377.55	$ 471.68
402	2/1	537	-	537	175,840.00	219,800.00	0.6062%	236.52	$ 2,838.23	76.08	$ 912.94	312.60
403	5/1.5/B	1,071	77	1,148	371,360.00	464,200.00	1.2919%	504.06	$ 6,048.68	162.13	$ 1,945.61	666.19
404	5/1.5/B*	1,071	77	1,148	371,360.00	464,200.00	1.2919%	504.06	$ 6,048.68	162.13	$ 1,945.61	666.19

SCHEDULE A

For the first year of condominium ownership commencing September 1, 2006

Unit No.	No. of Rooms/ Bthrms/ Balconies	Approx. Unit Size Sq. Ft.	Approx. Balcony Sq. Ft.	Approx. Total Unit Area	Tenant Purchase Price	Non-Tenant Purchase Price	% Common Interest	Projected Monthly Common Charges	Projected Annual Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Carrying Charges
	(1)			(2)	(3)	(4)	(5)	(6)		(7)		(8)
405	3/1/B	842	78	920	298,400.00	$ 373,000.00	1.0145%	$ 395.82	$ 4,749.89	$ 127.32	$ 1,527.85	$ 523.14
406	5/1.5/B	1,090	74	1,164	376,480.00	470,600.00	1.3114%	511.66	$ 6,139.97	164.58	$ 1,974.98	676.25
407	3/1	730	-	730	237,600.00	297,000.00	0.8033%	313.42	$ 3,761.05	100.81	$ 1,209.78	414.24
408	3/1	838	-	838	272,160.00	340,200.00	0.9147%	356.89	$ 4,282.63	114.80	$ 1,377.55	471.68
409	2/1	537	-	537	175,840.00	219,800.00	0.6062%	236.52	$ 2,838.23	76.08	$ 912.94	312.60
410	5/1.5/B	1,071	77	1,148	371,360.00	464,200.00	1.2919%	504.06	$ 6,048.68	162.13	$ 1,945.61	666.19
411	5/1.5/B	1,071	77	1,148	371,360.00	464,200.00	1.2919%	504.06	$ 6,048.68	162.13	$ 1,945.61	666.19
412	3/1/B*	842	78	920	298,400.00	373,000.00	1.0145%	395.82	$ 4,749.89	127.32	$ 1,527.85	523.14
414	5/1.5/B	1,090	74	1,164	376,480.00	470,600.00	1.3114%	511.66	$ 6,139.97	164.58	$ 1,974.98	676.25
415	3/1*	730	-	730	237,600.00	297,000.00	0.8033%	313.42	$ 3,761.05	100.81	$ 1,209.78	414.24
Sub-Total		**12,358**	**612**	**12,970**	**$ 4,206,400.00**	**$ 5,258,000.00**	**14.4678%**	**$ 5,644.85**	**$ 67,738.24**	**$ 1,815.72**	**$ 21,788.64**	**$ 7,460.57**
501	3/1	838	-	838	276,160.00	$ 345,200.00	0.9647%	$ 376.39	$ 4,516.73	$ 121.07	$ 1,452.85	$ 497.46
502	2/1	537	-	537	179,840.00	224,800.00	0.6562%	256.03	$ 3,072.33	82.35	$ 988.24	338.38
503	5/1.5/B	1,071	77	1,148	375,360.00	469,200.00	1.3419%	523.56	$ 6,282.78	168.41	$ 2,020.91	691.97
504	5/1.5/B	1,071	77	1,148	375,360.00	469,200.00	1.3419%	523.56	$ 6,282.78	168.41	$ 2,020.91	691.97
505	3/1/B	842	78	920	302,400.00	378,000.00	1.0645%	415.33	$ 4,983.99	133.60	$ 1,603.15	548.93
506	5/1.5/B*	1,090	74	1,164	380,480.00	475,600.00	1.3614%	531.17	$ 6,374.07	170.86	$ 2,050.28	702.03
507	3/1	730	-	730	241,600.00	302,000.00	0.8533%	332.93	$ 3,995.15	107.09	$ 1,285.08	440.02
508	3/1*	838	-	838	276,160.00	345,200.00	0.9647%	376.39	$ 4,516.73	121.07	$ 1,452.85	497.46
509	2/1	537	-	537	179,840.00	224,800.00	0.6562%	256.03	$ 3,072.33	82.35	$ 988.24	338.38
510	5/1.5/B	1,071	77	1,148	375,360.00	469,200.00	1.3419%	523.56	$ 6,282.78	168.41	$ 2,020.91	691.97
511	5/1.5/B	1,071	77	1,148	375,360.00	469,200.00	1.3419%	523.56	$ 6,282.78	168.41	$ 2,020.91	691.97
512	3/1/B	842	78	920	302,400.00	378,000.00	1.0645%	415.33	$ 4,983.99	133.60	$ 1,603.15	548.93
514	5/1.5/B	1,090	74	1,164	380,480.00	475,600.00	1.3614%	531.17	$ 6,374.07	170.86	$ 2,050.28	702.03

SCHEDULE A

For the first year of condominium ownership commencing September 1, 2006

Unit No.	No. of Rooms/ Bthrms/ Balconies	Approx. Unit Size Sq. Ft.	Approx. Balcony Sq. Ft.	Approx. Total Unit Area	Tenant Purchase Price	Non-Tenant Purchase Price	% Common Interest	Projected Monthly Common Charges	Projected Annual Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Carrying Charges
	(1)			(2)	(3)	(4)	(5)	(6)		(7)		(8)
515	3/1	730	-	730	241,600.00	$ 302,000.00	0.8533%	$ 332.93	$ 3,995.15	$ 107.09	$ 1,285.08	$ 440.02
Sub-Total		**12,358**	**612**	**12,970**	**$ 4,262,400.00**	**$ 5,328,000.00**	**15.1678%**	**$ 5,917.97**	**$ 71,015.64**	**$ 1,903.57**	**$ 22,842.85**	**7,821.54**
601	3/1	838	-	838	280,160.00	$ 350,200.00	1.0147%	$ 395.90	$ 4,750.83	$ 127.35	$ 1,528.15	$ 523.25
602	2/1*	537	-	537	183,840.00	229,800.00	0.7062%	275.54	$ 3,306.43	88.63	$ 1,063.54	364.16
603	5/1.5/B	1,071	77	1,148	379,360.00	474,200.00	1.3919%	543.07	$ 6,516.88	174.68	$ 2,096.21	717.76
604	5/1.5/B	1,071	77	1,148	379,360.00	474,200.00	1.3919%	543.07	$ 6,516.88	174.68	$ 2,096.21	717.76
605	3/1/B	842	78	920	306,400.00	383,000.00	1.1145%	434.84	$ 5,218.09	139.87	$ 1,678.45	574.71
606	5/1.5/B	1,090	74	1,164	384,480.00	480,600.00	1.4114%	550.68	$ 6,608.17	177.13	$ 2,125.58	727.81
607	3/1	730	-	730	245,600.00	307,000.00	0.9033%	352.44	$ 4,229.25	113.36	$ 1,360.38	465.80
608	3/1	838	-	838	280,160.00	350,200.00	1.0147%	395.90	$ 4,750.83	127.35	$ 1,528.15	523.25
609	2/1	537	-	537	183,840.00	229,800.00	0.7062%	275.54	$ 3,306.43	88.63	$ 1,063.54	364.16
610	5/1.5/B	1,071	77	1,148	379,360.00	474,200.00	1.3919%	543.07	$ 6,516.88	174.68	$ 2,096.21	717.76
611	5/1.5/B	1,071	77	1,148	379,360.00	474,200.00	1.3919%	543.07	$ 6,516.88	174.68	$ 2,096.21	717.76
612	3/1/B	842	78	920	306,400.00	383,000.00	1.1145%	434.84	$ 5,218.09	139.87	$ 1,678.45	574.71
614	5/1.5/B	1,090	74	1,164	384,480.00	480,600.00	1.4114%	550.68	$ 6,608.17	177.13	$ 2,125.58	727.81
615	3/1	730	-	730	245,600.00	307,000.00	0.9033%	352.44	$ 4,229.25	113.36	$ 1,360.38	465.80
Sub-Total		**12,358**	**612**	**12,970**	**$ 4,318,400.00**	**$ 5,398,000.00**	**15.8678%**	**$ 6,191.09**	**$ 74,293.04**	**$ 1,991.42**	**$ 23,897.05**	**$ 8,182.51**
Resident'l Total		**70,078**	**3,060**	**73,138**	**$ 23,604,160.00**	**$ 29,505,200.00**	**79.8333%**	**$ 31,148.29**	**$ 373,779.51**	**$ 10,019.14**	**$ 120,229.69**	**$ 41,167.43**
PROFESSIONAL UNITS												
110	N/A	1071	-	1,071	535,500.00	$ 669,375.00	1.8800%	$ 733.51	$ 8,802.16	$ 235.94	$ 2,831.30	$ 969.45
111	N/A	805	-	805	402,500.00	503,125.00	1.5600%	608.66	$ 7,303.92	195.78	$ 2,349.37	804.44
113	N/A**	263	-	263	131,500.00	164,375.00	0.5646%	220.29	$ 2,643.46	70.86	$ 850.29	291.15

SCHEDULE A

For the first year of condominium ownership commencing September 1, 2006

Unit No.	No. of Rooms/ Bthrms/ Balconies (1)	Approx. Unit Size Sq. Ft.	Approx. Balcony Sq. Ft.	Approx. Total Unit Area (2)	Tenant Purchase Price (3)	Non-Tenant Purchase Price (4)	% Common Interest (5)	Projected Monthly Common Charges (6)	Projected Annual Common Charges	Projected Monthly Real Estate Taxes (7)	Projected Annual Real Estate Taxes	Projected Total Monthly Carrying Charges (8)
114	N/A	1086	-	1,086	543,000.00	$ 678,750.00	1.8600%	$ 725.71	$ 8,708.52	$ 233.43	$ 2,801.18	$ 959.14
116	N/A	1106	-	1,106	553,000.00	691,250.00	1.8400%	717.91	$ 8,614.88	230.92	$ 2,771.06	948.83
117	N/A	1072	-	1,072	536,000.00	670,000.00	1.7900%	698.40	$ 8,380.78	224.65	$ 2,695.76	923.04
Professn'l Total		**5,403.00**	**-**	**5,403.00**	**$ 2,701,500.00**	**$ 3,376,875.00**	**9.4946%**	**$ 3,704.48**	**$ 44,453.72**	**$ 1,191.58**	**$ 14,298.96**	**$ 4,896.06**
GARAGE UNITS												
1	N/A***	184	-	184	24,000.00	$ 30,000.00	0.3990%	$ 155.68	$ 1,868.12	$ 50.07	$ 600.90	$ 205.75
2	N/A	173	-	173	24,000.00	30,000.00	0.3858%	150.53	$ 1,806.32	48.42	$ 581.02	198.94
3	N/A	173	-	173	24,000.00	30,000.00	0.3858%	150.53	$ 1,806.32	48.42	$ 581.02	198.94
4	NOT FOR SALE SUPERINTENDENT'S PARKING SPACE											
5	N/A	174	-	174	24,000.00	30,000.00	0.3870%	$ 150.99	$ 1,811.93	$ 48.57	$ 582.83	$ 199.56
6	N/A***	150	-	150	24,000.00	30,000.00	0.3581%	139.72	$ 1,676.62	44.94	$ 539.30	184.66
7	N/A	150	-	150	24,000.00	30,000.00	0.3581%	139.72	$ 1,676.62	44.94	$ 539.30	184.66
8	N/A***	151	-	151	24,000.00	30,000.00	0.3593%	140.19	$ 1,682.24	45.09	$ 541.11	185.28
9	N/A	151	-	151	24,000.00	30,000.00	0.3593%	140.19	$ 1,682.24	45.09	$ 541.11	185.28
10	N/A***	174	-	174	24,000.00	30,000.00	0.3858%	150.53	$ 1,806.32	48.42	$ 581.02	198.94
11	N/A	174	-	174	24,000.00	30,000.00	0.3858%	150.53	$ 1,806.32	48.42	$ 581.02	198.94
12	N/A	175	-	175	24,000.00	30,000.00	0.3882%	151.46	$ 1,817.55	48.72	$ 584.63	200.18
14	N/A	175	-	175	24,000.00	30,000.00	0.3882%	151.46	$ 1,817.55	48.72	$ 584.63	200.18
15	N/A	184	-	184	24,000.00	30,000.00	0.3990%	155.68	$ 1,868.12	50.07	$ 600.90	205.75
16	N/A	200	-	200	24,000.00	30,000.00	0.4183%	163.21	$ 1,958.48	52.50	$ 629.96	215.70
17	N/A	108	-	108	24,000.00	30,000.00	0.3076%	120.02	$ 1,440.18	38.60	$ 463.25	158.62
18	N/A***	121	-	121	24,000.00	30,000.00	0.3232%	126.10	$ 1,513.22	40.56	$ 486.74	166.66
19	N/A	140	-	140	24,000.00	30,000.00	0.3461%	135.04	$ 1,620.44	43.44	$ 521.23	178.47
20	N/A	181	-	181	24,000.00	30,000.00	0.3954%	154.27	$ 1,851.26	49.62	$ 595.48	203.89

SCHEDULE A

For the first year of condominium ownership commencing September 1, 2006

Unit No.	No. of Rooms/ Bthrms/ Balconies (1)	Approx. Unit Size Sq. Ft.	Approx. Balcony Sq. Ft.	Approx. Total Unit Area (2)	Tenant Purchase Price (3)	Non-Tenant Purchase Price (4)	% Common Interest (5)	Projected Monthly Common Charges (6)	Projected Annual Common Charges	Projected Monthly Real Estate Taxes (7)	Projected Annual Real Estate Taxes	Projected Total Monthly Carrying Charges (8)
21	N/A	179	-	179	24,000.00	$ 30,000.00	0.3930%	$ 153.34	$ 1,840.03	$ 49.32	$ 591.86	$ 202.66
22	N/A	148	-	148	24,000.00	30,000.00	0.3557%	138.78	$ 1,665.39	44.64	$ 535.69	183.42
23	N/A	148	-	148	24,000.00	30,000.00	0.3557%	138.78	$ 1,665.39	44.64	$ 535.69	183.42
24	N/A	148	-	148	24,000.00	30,000.00	0.3557%	138.78	$ 1,665.39	44.64	$ 535.69	183.42
25	N/A***	148	-	148	24,000.00	30,000.00	0.3557%	138.78	$ 1,665.39	44.64	$ 535.69	183.42
26	N/A	166	-	166	24,000.00	30,000.00	0.3774%	147.25	$ 1,766.99	47.36	$ 568.37	194.61
27	N/A***	169	-	169	24,000.00	30,000.00	0.3810%	148.65	$ 1,783.84	47.82	$ 573.79	196.47
28	N/A	140	-	140	24,000.00	30,000.00	0.3461%	135.04	$ 1,620.44	43.44	$ 521.23	178.47
29	N/A	107	-	107	24,000.00	30,000.00	0.3055%	119.20	$ 1,430.35	38.34	$ 460.09	157.54
30	N/A	123	-	123	24,000.00	30,000.00	0.3257%	127.08	$ 1,524.93	40.88	$ 490.51	167.95
31	N/A	177	-	177	24,000.00	30,000.00	0.3906%	152.40	$ 1,828.79	49.02	$ 588.25	201.42
Garage Total		**4,591.00**	**-**	**4,591.00**	**$ 696,000.00**	**$ 870,000.00**	**10.6721%**	**$ 4,163.90**	**$ 49,966.77**	**$ 1,339.36**	**$ 16,072.28**	**$ 5,503.25**
Grand Total		**80,072.00**	**3,060.00**	**83,132.00**	**$ 27,001,660.00**	**$ 33,752,075.00**	**100.0000%**	**$ 39,016.67**	**$ 468,200.00**	**$ 12,550.08**	**$ 150,600.93**	**$ 51,566.74**

* Vacant Residential Unit

** Vacant Professional Unit

*** Vacant Garage Unit

+Residential Unit 102 is not for sale until Sponsor obtains a revised Certificate of Occupancy

All residential units are rent stabilized units. Vacant residential units rented prior to the conversion of the building to condominium ownership shall be subject to rent laws.

Professional Unit 110 a/k/a Medical Office 1; Professional Unit 111 a/k/a Medical Office 2; Professional Unit 113 a/k/a Medical Office 3;

Professional Unit 114 a/k/a Medical Office 4; Professional Unit 116 a/k/a Medical Office 5; Professional Office 117 a/k/a Medical Office 6.

FOOTNOTES TO SCHEDULE A

(1) See Part II of Plan containing the description of the Building and layout plans for each model type of Residential Unit. The room count is based on the definition provided by the Zoning Resolution of the City of New York Section 12-10.

(2) Any floor plan or sketch shown to a prospective purchaser is only an approximation of the dimensions and layout of a typical Unit. Each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. This method of room count may be different from that used in filings with the New York State Division of Housing and Community Renewal.

(3) Each tenant in occupancy of a Residential Unit, Professional Unit, and Garage Unit on the filing date of the Plan has the exclusive right for ninety (90) days after the presentation of the Plan to purchase his Unit at the price set forth herein. After the expiration of the exclusive period, provided that the plan has not been declared effective, Units shall continue to be offered for sale to tenants at the prices listed in Schedule A on a non-exclusive basis. Sponsor may accept a purchase agreement from a non-tenant purchaser after the 90th day if the tenant has not previously submitted a Purchase Agreement for his Unit. The Sponsor may cease accepting Purchase Agreements from tenants at any time after the 90-day exclusive purchase period on a non-discriminatory basis. Prices are negotiable. In the event there are at least twelve (12) Purchase Agreements executed by tenants in occupancy of Residential Units within the first 90 days after the Presentation Date of this Plan, Sponsor shall provide at closing a $1,500 appliance allowance to each such tenant in occupancy of a Residential Unit who executed a Purchase Agreement within the first 90 days after the Presentation Date of this Plan.

(4) In addition to the Purchase Price, all purchasers will incur certain closing costs (see "Unit Closing Costs and Adjustments").

(5) The percentage interest of each Unit in the Common Elements is based on the approximate proportion that the floor area of the Unit at the date of the declaration bears to then aggregate floor area of all the Units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements, as provided in Section 339(i)(1)(iv) of the New York Condominium Act. According to this formula, the Residential Units comprise a 85.5754% interest in the Common Elements, the Professional Units a 9.4946% interest, and the Garage Units an 4.9300% interest.

(6) These estimates were based upon the "Budget for the First Year of Condominium Operation", which was prepared by Sponsor on the assumption that the first year of condominium operation will be from July 1, 2006 to June 30, 2007. The actual first year of operation may be earlier or later than that year. In addition to these estimated charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan obtained to finance the acquisition of his Unit: (ii) the cost of gas and electricity supplied to his Unit, which will be separately metered and will be payable directly to the utility

company as and when billed; (iii) the cost of interior repairs to, and the maintenance, painting and decoration or, his Unit (including, without limitation, the equipment and appliances contained therein); and (iv) the cost of any insurance that he may desire to obtain covering (a) his furniture, equipment and other personal property and (b) his liability to others for personal injury or property damage as a result or occurrences in his Unit. The aggregate of the monthly rents currently payable form tenants of all occupied units is $67,491.94.

(7) Each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will his Unit be subject to, any liens arising from the non-payment of taxes on other Units (see "Real Estate Taxes", page 72 of the plan).

(8)The projected income tax deduction, where applicable, may vary in future years due to changes in the interest rate on the 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

SCHEDULE B

BUDGET FOR THE FIRST YEAR OF
CONDOMINIUM OPERATION BEGINNING SEPTEMBER 1, 2006 TO AUGUST 31, 2007

Income

Common Charges (Note 1):	
- Residential Units:	$ 373,779.00
- Professional Units:	$ 44,454.00
- Garage Units:	$ 49,967.00
Laundry (Note 2):	$ 4,800.00
Sponsor Subsidy (Note 3):	$ 24,000.00
Total:	$ 497,000.00

Expenses

Labor (Note 4):	$ 111,696.00
Fuel for Heat and Hot Water (Note 5):	$ 167,967.00
Utilities (Note 6):	$ 22,884.00
Water and Sewer Charges (Note 7):	$ 48,493.00
Repairs and Maintenance (Note 8):	$ 68,939.00
Service Contracts (Note 9):	$ 9,913.00
Insurance (Note 10):	$ 40,000.00
Management (Note 11):	$ 0.00
Legal and Auditing (Note 12):	$ 7,500.00
Other expenses (Note 13):	$ 10,000.00
Contingency (Note 14):	$ 9,608.00
Total:	$ 497,000.00

FOOTNOTES TO SCHEDULE B

1. Common Charges (Total $468,200.00)

Common charges payable by owners of each type of Unit for each budget item have been allocated on the basis of respective percentages of common interest (see Schedule A).

2. Laundry Income ($4,800.00)

Income from the laundry room is based on a month to month contract with Community Realty Corp. with offices at 42-08 Bell Blvd., Bayside, New York 11361, under which the Condominium will receive $4,800.00 per annum in equal monthly installments of $400.00. The Condominium is required to maintain, paint, clean and heat the laundry room and to provide at its own expense, hot water, cold water, and gas for dryers, the costs of which are reflected in this budget.

3. Sponsor Subsidy ($24,000.00)

Income from sponsor subsidy is based on $2,000.00 for each Sponsor sale of a Residential Unit in the building, with a minimum of $24,000.00 for first year of condominium operation.

4. Labor ($111,696.00)

The Condominium will employ one full-time superintendent and one porter, both of whom are members of Local 32 BJ SEIU, AFL-CIO, CLC.

Following are the current wages and projected wages, on a weekly basis, with a projected increase of $13.00 per week for the superintendent and a projected increase of $12.00 per week for the porter both commencing October 21, 2006 pursuant to the Union contract:

Superintendent (1):	
October 21, 2005:	$844.46 per week
October 21, 2006:	$857.46 per week
Porter (1):	
October 21, 2005:	$678.63 per week
October 21, 2006:	$690.63 per week

As additional compensation, the superintendent will occupy Apartment 108 rent free. The Condominium will also furnish him with free gas and electricity.

Projected Payroll Costs for the first year of Condominium operation based on the estimated gross earnings as listed above, including a 10% increase in the Union contributions, are as follows:

Total Wages for 2 Employees	$ 80,326
FICA (7.51% of gross salaries)	$ 6,032
Unemployment Insurance (4.5% of $7,000 per employee)	$ 630
Disability Insurance ($60/man)	$ 120
Workers' Compensation (3.5% of gross salaries)	$ 2,811
Union Health, Pension Fund, and Supplemental Retirement Fund	$ 20,965
Training, Scholarship, Safety Fund and Group pre-paid Legal Fund	$ 812
TOTAL	$111,696

5. Heat and Hot Water ($167,967)

The building uses Number 2 fuel oil for the production of heat and hot water. The budget item is based on an average consumption of 54,951 gallons at an estimated cost of $2.90 per gallon including sales tax for 10 months of 2006/07 fiscal year and an estimated cost of $3.84 per gallon including sales tax for 2 months of 2007/08 fiscal year. The consumption and total cost of fuel oil for the past three years were as follows:

Year	Gallons	Cost
2003	60,853	$76,269
2004	56,557	$81,033
2005	47,443	$92,995

In view of the current energy situation it is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation which figure will vary with the level of consumption and the fuel rate. Consumption will be affected by the severity of the weather and conservation measures (such as staggering hours of heating, lowering the temperature of the hot water, etc.), if any, adopted by the Board of Managers. It is believed that the projected figure should be sufficient to cover any reasonable increases in the cost of fuel during the first year of Condominium operation.

6. Utilities ($22,884)

This figure includes the cost of gas and electricity for the common areas, the laundry room and the superintendent's apartment. It does not include the cost of cooking gas or electricity to individual units, which are separately metered and for which each unit owner will be separately billed. The cost of gas and electricity for the past three (3) years were as follows:

Gas

Year	CCF	Cost	Average Cost per CCF
2003	4,124	$4,487	$1.0880
2004	3,716	$4,225	$1.1370
2005	3,366	$4,848	$1.4403

Electricity

Year	KWH	Cost	Average Cost Per KWH
2003	84,852	$11,855	$0.1397
2004	88,866	$13,282	$0.1495
2005	83,088	$14,974	$0.1802

The budget item for gas and electricity is based on a 10% increase over the current tariff multiplied by the average consumption for the past three years:

	Projected Consumption	Projected Cost
Gas.....	3,735	$1.5843
Electricity	85,602	$0.1982

7. Water Charges and Sewer Rents ($48,493)

Water charges and sewer rents are billed by the City of New York on a frontage basis. The following amounts were paid for the past three fiscal years:

Year	Cost
2003/04	$42,398
2004/05	$44,469
2005/06	$45,802

The budget reflects a 5% increase for 10 months in water and sewer charges over the 2005/06 charges and a 5% increase for 2 months in water and sewer charges over the estimated 2006/07 charges.

8. Repairs, Maintenance, and Supplies ($68,939.00)

This item does not include repairs, painting, maintenance or supplies used with respect to individual units, which are the responsibility of individual unit owners. The budgeted figure is based on Sponsor's estimate of ordinary repairs to the interior of the Building, the roof, the exterior of the Building (including walls, foundations, windows, doors, and locks), the heating system (including fuel, burner, boiler, pipes, and radiators), the plumbing and electrical systems, and includes various supplies and painting of common areas. The projected cost reflects 80% of the average maintenance expense disclosed in the 2005 and 2004 certified financial statements as copied herein.

9. Service Contracts ($9,913.00)

This item includes the cost for the following month to month service contract and includes a 10% increase over the current contract costs:

Company	Type of Service	Annual Cost	Expiration Date
New York Elevator	Elevator service	$9,913	month to month

10. Insurance ($40,000)

This estimate is based on a proposal submitted by Geo. E. Payne & Son, Inc. Bayside Agency, Ltd, 200-15 32nd Avenue, Bayside, New York to insure the entire building for the following coverage, for which a binder or policy will be delivered at Closing for the first year of operation:

Special Form Coverage	Replacement Cost Valuation with Coinsurance Waived
Building	$9,000,000
Deductible	5,000

Commercial General Liability with a Total Pollution Exclusion

General Aggregate	$2,000,000
Products/Completed Operations	1,000,000
Each Occurrence	1,000,000
Fire Damage Legal Liability	100,000
Medical Expense	5,000
Employee Dishonesty	25,000

The coverage includes, but is not limited to: permanently installed fixtures, machinery and equipment, outdoor fixtures, personal property owned by the Condominium that is used to maintain or service the building or structure or its premises, fire extinguishing equipment, outdoor furniture, floor coverings, and appliances used for refrigeration, ventilating, cooking, dishwashing, or laundering that are not contained with the individual units.

The coverage does not include Excess Liability or Directors and Officers Liability. If such coverage is desired, it may be obtained at an extra cost of the Condominium.

In addition, the coverage does not include claims for personal injury or property damage resulting from occurrences in individual apartments, professional units, or the Garage units, nor does it include coverage for damage to the furniture or personal property of tenants or unit owners. Further, this coverage does not take into account any future replacement or additions to the units and improvements contained therein. If such coverage is desired, such tenants or unit owners should obtain a separate policy for liability and casualty losses within such Unit.

These coverages and premiums are based on information currently available and projections based on existing market conditions. They are not a guarantee or warranty and should not be so construed.

In the opinion of Sponsor's insurance broker, George P. Turcotte of Geo. E. Payne & Son, Inc. Bayside Agency, Ltd., the fire insurance coverage budgeted in the offering plan, is

adequate so that the Condominium shall not be a co-insurer if the policy contains a co-insurance provision. The policy contains an 80% coinsurance provision.

The fire, casualty and general liability insurance shall be on terms that provide (1) that each Unit Owner is an additional insured party; (2) that there will be no cancellation without notice to the Board of Managers and unit owners; and (3) rights to subrogation against unit owners is waived.

11. Management ($0.00)

At Closing, the Board of Managers will enter into a Management Agreement with the sponsor or a sponsor affiliated entity with offices c/o Joel P. Berger, 42-08 Bell Boulevard, Bayside, New York 11361 for an initial term of two (2) years, at an annual fee of $0.00. For a building of this size, management fees are usually based on 4% to 6% of the rental income generated from the building. The management fees of $0.00 for this condominium, however, are lower than the prevailing rate. If the Board of Managers decides to hire an independent Managing Agent, the prevailing rate for management fees for a building of this size are estimated to be $42,000.00 per year or 8.45% increase to the annual budget.

The agreement may be terminated, with or without cause, by either party upon thirty (30) days' prior written notice to the other. However, Sponsor agrees not to terminate the Management Agreement for twelve months from the first Unit closing. The Managing Agent may receive additional compensation for minor services and for processing transfers or Units. See caption "MANAGEMENT AGREEMENT, CONTRACTS AND LEASES" for details of the Management Agreement.

The Management Agreement covers management of the building and all Residential, Professional, and Garage Units. The cost of this Agreement reflects the prevailing cost for similar services for similar size buildings.

All Residential Units occupied by non-purchasing tenants will be managed by the same Managing Agent who manages all other Residential Units in the building, and owners of Residential Units occupied by non-purchasing tenants shall be deemed to have irrevocably appointed the Managing Agent to do so. The Managing Agent will provide to non-purchasing residential tenants all services and facilities required by law on a non-discriminatory basis. The management agreement to be executed at Closing will provide that the fee payable thereunder by the owners of unsold Residential Units for management costs for such Units, including but not limited to collection of rent and payment of common charges, shall not exceed $500.00 for the first year of condominium ownership. This fee does not include the cost of providing such services and facilities.

The Condominium will provide all services required by law to the non-purchasing residential tenant on behalf of the owner of the occupied Unit. Any services provided to such tenant over and above what a Unit owner is entitled to receive from the Condominium and approved by the Unit owner, which approval shall not be unreasonably withheld, will be billed by the Managing Agent at the actual cost of providing such services to the Unit owner. So long

as there are any Units occupied by non-purchasing residential tenants, every subsequent management agreement must contain a similar provision. If the Condominium elects not to employ a Managing Agent, no greater charge may be made by the Condominium for managing Units occupied by non-purchasing residential tenants.

12. Legal and Audit Fees ($7,500.00)

This item represents the cost of the preparation of the Condominium's audited financial statement for the first year of Condominium operation, and the costs of miscellaneous (but not major) legal services in the event the Board of Managers determines to engage an attorney.

13. Other ($10,000.00)

This budget item includes miscellaneous costs such as boiler licensing fee, fire and elevator inspection permits, and superintendent's telephone. The budgeted figure reflects a 10% increase over 2003 costs for similar items.

14. Contingency ($9,608.00)

The purpose of the contingency fund is to provide for any unanticipated expenses or unanticipated increases in projected expenses. The contingency fund is separate and distinct from the Working Capital Fund and the Capital Reserve Fund (see captions "RESERVE FUND" and "WORKING CAPITAL FUND").

If the actual or anticipated date of commencement of Condominium operation is to be delayed from the budget year projected in the Offering Plan, the Plan will be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projections by twenty-five (25%) percent or more, the Sponsor will offer all purchasers the right, for a specified reasonable period of time, of not less than fifteen (15) days after presentation thereof, to rescind their offer to purchase and have their deposits refunded promptly, whether or not Sponsor offers to guarantee the previous budget projection.

IN THE OPINION OF SPONSOR'S ACCOUNTANT, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING SEPTEMBER 1, 2006. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE BUILDING BY THE BOARD OF MANAGERS 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 SCHEDULE.

SPONSOR HAS RESERVED THE RIGHT TO MODIFY, RENEW AND REPLACE EXISTING SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS AND TO ENTER INTO NEW AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS ON COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE OR MAINTENANCE CONTRACT THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S ESTIMATED COMMON CHARGES.

Wally Realty
190-27 JAMAICA AVENUE • HOLLIS, NEW YORK 11423 • (718) 465-6600

Dated: July 31st 2006

NYS Department of Law
120 Broadway
New York, New York 10271

Re: Condominium Offering Plan(the"Plan) for
Kissena Gardens Condominium
43-43 Kissena Blvd, Flushing, New York

Dear Ladies and Gentlemen:

Wally Realty is a real estate brokerage firm licensed in the State of New York. We are specializing in the residential market, including the sale of cooperative and condominium units. The definition of the terms contained in the plan shall apply when such terms are used herein without express definition.

You have requested our opinion on whether the method used to determine the undivided percentage interest of each Unit in the Common Elements in the above-referenced matter complies with Real Property Law Section 339-i(1)(1V) ("Section 339-i(1)(1V"). In connection with this opinion, we have reviewed the plan and have assumed and relied upon the statements and information contained therein (including the floor plans and the computations of square footage prepared by Perag Mehta, R.A. of PM Architecture PC) as being correct and accurate.

The Plan states the Common Interest of each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, as provided in Section 339-i(1)(1V).

In our opinion, the Common Interest of each Unit set forth in the Plan appears to be based on factors relative value to other Units in the Condominium (such as floor space, location in the building and overall dimensions), and other factors of uniqueness of the Unit. Accordingly, based upon our knowledge of current market conditions and on our experience in the real estate brokerage business, in our opinion, the Common Interest of each Unit complies with the requirements of said Section 339-i(1)(1V) so as to reasonably reflect its value and uniqueness relative to other Units.

We are not owned or controlled by and have no financial or beneficial interest in the sponsor and our compensation for preparing this certification is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering.

Very Truly Yours,
Wally Realty
By: _____
Buddy Hoosein, Broker

COMMERCIAL UNITS

There are six commercial units in the Condominium. The commercial units are restricted in use to doctor's offices. The basis for projecting the share of expenses attributable to the commercial units is upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit.

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

The commercial unit owners have the right to subdivide their respective units, provided the occupancy by the lessee(s) and sublessee(s) is in accordance with all applicable laws and regulations.

All bona fide tenants in occupancy on the filing date shall have the exclusive right to purchase their Commercial Units for ninety (90) days after the Plan is presented, during which time a tenant's unit shall not be shown to a third party unless he has, in writing, waived his right to purchase.

CHANGES IN PRICES AND UNITS

The offering price to be paid by tenants in occupancy on the date the Plan was accepted for filing which is applicable during any exclusive purchase period will not be increased during such exclusive purchase period.

The offering price as set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual purchaser. Unless it would constitute a prohibited discriminatory inducement, the Sponsor may enter into an agreement with an individual purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment. Prices are negotiable.

No change will made in the size or number of Units, their respective percentages of common interest or in the size or quality of common elements except by amendment to the Plan and to the Declaration.

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

No material change will be made in the size or quality of Common Elements unless purchasers not in default receive a right to rescind contained in an amendment and a reasonable period of time that is not less than fifteen days after the date of presentation of such amendment to

exercise the right. Sponsor will return any deposit or down payment promptly to purchasers who rescind.

Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units* and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Units(s), or otherwise, including, without limitation, the use of any portion(s) are not required to be maintained as Common Elements pursuant to the terms of the By-Laws. Subject to the terms of the last two paragraphs of this section, such right may be exercised by Sponsor from time to time, both before and after the First Closing, by amendment to this Plan without the consent or approval of the Selling Agent, the Managing Agent, the Board of Managers, any Unit Owner or any Mortgagee.

In the event that Sponsor shall change the size and/or number of Unsold Units, Sponsor shall increase or decrease the Common Interests appurtenant thereto accordingly; however, the aggregate amount of all the Units shall always remain at 100%. As a result of such reapportionment, the amount of Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not be varied.

Once the Declaration is recorded, no change may be made in the number of Units, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary was as aforesaid, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is duly recorded. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of an Unsold Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Board of Managers, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior consent of the owner of such Unit. In addition, no change will be made in the Common Interest of any Unit for which a Purchase Agreement is in effect without obtaining the prior written consent of the purchaser thereof.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with this Plan and the Condominium Documents and, in connection therewith, a wall, space, or other area forming a part of the Common Elements servicing and benefiting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged.

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* "Unsold Units" as used in this section shall include Professional and Garage Units retained by Sponsor, as well as unsold Residential Units.

Reisner & Co.
Certified Public Accountants

197 So. Babylon Tpke., Merrick, N.Y. 11566
516-868-9500

ACCOUNTANTÛS REPORT

To the Partners
Kissena Gardens Co.
43-43 Kissena Boulevard
Flushing, NY

I have audited the accompanying balance sheet of Kissena Gardens Co.(a partnership), as of December 31, 2005, and the related statements of income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Partnership's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

The Company's policy is to prepare its financial statements and tax returns on the basis of cash receipts and disbursements: consequently, certain revenues and the related assets are recognized when received rather than when the obligation is incurred and certain expenses and the related liability are recognized when paid rather than when they are incurred. Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles.

In my opinion, with the exception noted in the paragraph

above, the financial statements referred to above present fairly, in all material respects, the financial position of Kissena Gardens Co.at December 31, 2005, and the results of its operations and its cash flows and its analysis of net worth for the year then ended in conformity with generally accepted accounting principles.

Merrick, NY
June 20, 2006

ALAN REISNER
Certified Public Accountant
11-2988799

KISSENA GARDENS CO.
(Partnership)

FINANCIAL STATEMENTS

DECEMBER 31, 2005

C O N T E N T S

	Reference
Accountant's Report	
Statement of Financial Position	EXHIBIT A
Statement of Income and Expenses	EXHIBIT B
Statement of Changes in Partners' Equity	EXHIBIT C
Statement of Cash Flows	EXHIBIT D
Notes to Financial Statements	

KISSENA GARDENS CO.
(Partnership)

EXHIBIT A

STATEMENT OF FINANCIAL POSITION

AS OF DECEMBER 31, 2005

A S S E T S

Current Assets:		
Cash in Banks	$ 10,606	
TOTAL CURRENT ASSETS		$10,606
Restricted Deposits and Funded Reserves		
Mortgage Escrow Deposits	$29,838	
TOTAL DEPOSITS		29,838
Fixed Assets		
Land	$ 297,157	
Building	1,322,563	
	$1,619,720	
Less: Accumulated Depreciation	1,089,047	530,673
Unamortized Mortgage Costs		52,837
TOTAL ASSETS		$ 623,954

KISSENA GARDENS CO.
(Partnership)

EXHIBIT A
(Cont'd)

STATEMENT OF FINANCIAL POSITION

AS OF DECEMBER 31, 2005

LIABILITIES AND PARTNERS' EQUITY

Current Liabilities:		
Sales Taxes Payable	$ 2,461	
Total Current Liabilities		$ 2,461
Long Term Liabilities		
Mortgage Payable		3,187,500
Partners' Equity		
Partners' Equity - Exhibit C		(2,566,007)
TOTAL LIABILITIES AND PARTNERS' EQUITY		$623,954

KISSENA GARDENS CO
(PARTNERSHIP)

STATEMENT OF INCOME AND EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2005

INCOME		
Apartment and Office Rent		$ 778,523
Garage Rent		29,515
Interest Income		222
TOTAL INCOME		$ 808,260
EXPENSES		
Labor Expenses	$ 94,182	
Payroll Taxes	10,469	
Union Expenses	22,059	
Utilities	117,014	
Water and Sewer	45,802	
Repairs and Maintenance	77,910	
Insurance	47,314	
Management Fees	29,684	
Legal and Professional Fees	42,119	
Fees and Dues	4,562	
Telephone	2,377	
Real Estate Taxes	152,398	
Interest and Bank Charges	155,391	
Amortization of Mortgage Costs	5,926	
Depreciation	9,365	
TOTAL EXPENSES		816,572
NET LOSS FOR THE PERIOD		$ (8,312)

KISSENA GARDENS CO.
(Partnership)

STATEMENT OF CHANGES IN PARTNERS' EQUITY

YEAR ENDED DECEMBER 31, 2005

Balance - January 1, 2005	$(2,551,585)
Less: Net Loss	(8,312)
	$(2,559,897)
Less: Distributions to Partners	6,110
Balance - DECEMBER 31, 2004	$(2,566,007)

KISSENA GARDENS CO.
(Partnership)

STATEMENT OF CASH FLOW

YEAR ENDED DECEMBER 31, 2005

Funds Provided:		
Net Loss	$(8,312)	
Items Not Requiring Outlay of Cash Depreciation and Amortization	15,290	
Funds Provided by Operations		$ 6,978
Increase in Taxes Payable	$ 445	
Total Funds Provided		$ 7,423
Funds Applied:		
Increase in Mortgage Payable Escrow	$ 721	
Partners' Drawings	6,110	
Total Funds Applied		6,831
Net Increase in Cash		$ 592
Cash - December 31, 2005		$ 10,606
Cash - January 1, 2005		10,014
NET INCREASE IN CASH		$ 592

KISSENA GARDENS CO.
(Partnership)

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2005

Organization - The partnership is organized as a general partnership, formed August 1981, to acquire an interest in real property located in the City and State of New York and operate thereon an apartment complex.

SUMMARY OF ACCOUNTING POLICIES

Property, Plant and Equipment - Building and building improvements have been depreciated under the straight line methods of depreciation over the useful lives of the assets. Building equipment and furniture have been depreciated under the accelerated and straight line methods of depreciation over the useful lives of the assets. Property, plant and equipment are depreciated based on the following estimated useful lives. New acquisitions are depreciated using the MACRS method where applicable:

Building	40 years
Building Improvements	15-24 years
Building Equipment	5-10 years
Furniture and Fixtures	10 years

LONG TERM DEBT

Mortgage Payable - The 4.875% mortgage note payable is payable in monthly installments of $12,949 interest only for 10 years. The apartment project is pledged as collateral for the note.

Alan Reisner
Certified Public Accountant

137 So. Babylon Tpke., Merrick, N.Y. 11566
516-868-9500
Fax • 516-623-7139

ACCOUNTANT`S REPORT

To the Partners
Kissena Gardens Co.
43-43 Kissena Boulevard
Flushing, NY

I have audited the accompanying balance sheet of Kissena Gardens Co.(a partnership), as of December 31, 2004, and the related statements of income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Partnership's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

The Company's policy is to prepare its financial statements and tax returns on the basis of cash receipts and disbursements: consequently, certain revenues and the related assets are recognized when received rather than when the obligation is incurred and certain expenses and the related liability are recognized when paid rather than when they are incurred. Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles.

In my opinion, with the exception noted in the paragraph above, the financial statements referred to above present fairly, in all material respects, the financial position of Kissena Gardens Co.at December 31, 2004, and the results of its operations and its cash flows and its analysis of net worth for the year then ended in conformity with generally accepted accounting principles.

Merrick, NY
July 11, 2005

ALAN REISNER
Certified Public Accountant
11-2988799

KISSENA GARDENS CO.
(Partnership)

EXHIBIT A

STATEMENT OF FINANCIAL POSITION

AS OF DECEMBER 31, 2004

A S S E T S

Current Assets:		
Cash in Banks	$ 10,014	
TOTAL CURRENT ASSETS		$10,014
Restricted Deposits and Funded Reserves		
Mortgage Escrow Deposits	$29,117	
TOTAL DEPOSITS		29,117
Fixed Assets		
Land	$ 297,157	
Building	1,322,563	
	$1,619,720	
Less: Accumulated Depreciation	1,079,682	540,038
Unamortized Mortgage Costs		58,762
TOTAL ASSETS		$ 637,931

KISSENA GARDENS CO.
(Partnership)

EXHIBIT A
(Cont'd)

STATEMENT OF FINANCIAL POSITION

AS OF DECEMBER 31, 2004

LIABILITIES AND PARTNERS' EQUITY

Current Liabilities:		
Sales Taxes Payable	$ 2,016	
Total Current Liabilities		$ 2,016
Long Term Liabilities		
Mortgage Payable		3,187,500
Partners' Equity		
Partners' Equity - Exhibit C		(2,551,585)
TOTAL LIABILITIES AND PARTNERS' EQUITY		$637,931

KISSENA GARDENS CO
(PARTNERSHIP)

STATEMENT OF INCOME AND EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2004

INCOME		
Apartment and Office Rent		$ 797,923
Garage Rent		24,650
Interest Income		433
TOTAL INCOME		$ 823,006
EXPENSES		
Labor Expenses	$ 88,946	
Payroll Taxes	7,501	
Union Expenses	22,726	
Utilities	79,659	
Water and Sewer	44,469	
Repairs and Maintenance	94,437	
Insurance	46,537	
Management Fees	29,351	
Legal and Professional Fees	34,270	
Fees and Dues	2,873	
Telephone	2,632	
Office	3,879	
Real Estate Taxes	153,479	
Interest and Bank Charges	142,568	
Amortization of Mortgage Costs	24,505	
Depreciation	14,928	
TOTAL EXPENSES		792,760
NET PROFIT FOR THE PERIOD		$ 30,246

KISSENA GARDENS CO.
(Partnership)

STATEMENT OF CHANGES IN PARTNERS' EQUITY

YEAR ENDED DECEMBER 31, 2004

Balance - January 1, 2004	$(1,198,582)
Add: Net Income	30,426
	$(1,168,336)
Less: Distributions to Partners	1,383,249
Balance - DECEMBER 31, 2004	$(2,551,585)

KISSENA GARDENS CO.
(Partnership)

STATEMENT OF CASH FLOW

YEAR ENDED DECEMBER 31, 2004

Funds Provided:		
Net Income	$30,246	
Items Not Requiring Outlay of Cash		
Depreciation and Amortization	39,432	
Funds Provided by Operations		$69,678
Increase in Mortgages Payable	$ 1,405,921	1,405,921
Total Funds Provided		$1,475,599
Funds Applied:		
Increase in Mortgage Payable Escrow	$ 24,117	
Increase in Unamortized Mortgage Costs	59,256	
Decrease in Taxes Payable	234	
Partners' Drawings	1,383,249	
Total Funds Applied		1,466,856
Net Increase in Cash		$ 8,743
Cash - December 31, 2004		$ 10,014
Cash - January 1, 2004		1,271
NET INCREASE IN CASH		$ 8,743

KISSENA GARDENS CO.
(Partnership)

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2004

Organization - The partnership is organized as a general partnership, formed August 1981, to acquire an interest in real property located in the City and State of New York and operate thereon an apartment complex.

SUMMARY OF ACCOUNTING POLICIES

Property, Plant and Equipment - Building and building improvements have been depreciated under the straight line methods of depreciation over the useful lives of the assets. Building equipment and furniture have been depreciated under the accelerated and straight line methods of depreciation over the useful lives of the assets. Property, plant and equipment are depreciated based on the following estimated useful lives. New acquisitions are depreciated using the MACRS method where applicable:

Building	40 years
Building Improvements	15-24 years
Building Equipment	5-10 years
Furniture and Fixtures	10 years

LONG TERM DEBT

Mortgage Payable - The 5 1/4 per cent mortgage note payable is insured by HUD and is payable in declining monthly installments of approximately $4,200 (including interest) through May 1, 2001. The apartment project is pledged as collateral for the note.

RIGHTS OF EXISTING TENANTS OF RESIDENTIAL UNITS

In accordance with General Business Law §352-eeee,

(a) All bona fide tenants in occupancy on the filing date shall have the exclusive right to purchase their Residential Units for ninety (90) days after the Plan is presented, during which time a tenant's unit shall not be shown to a third party unless he has, in writing, waived his right to purchase.

(b) Any bona fide tenant with the right to a renewal lease on the filing date has the right to purchase as a tenant during the exclusive period. Any bona fide tenant who has the right to continued occupancy on the filing date has the right to purchase as a tenant during the exclusive period. For the purpose of determining who has the right to purchase during the exclusive period, a bona fide tenant of record with an unexpired lease on the filing date shall be presumed to be a "tenant in occupancy", even though that tenant has sublet his dwelling unit or the dwelling unit is not occupied as the tenant's primary residence. A bona fide sublessee in occupancy on the filing date has the right to purchase during the exclusive period if he (i) sublets from a non-bona fide tenant of record; or (ii) has obtained written permission to purchase his dwelling unit from the bona fide tenant of record. Nothing herein shall be construed to deprive an owner of any legal remedy for an illegal occupancy. A residential occupant entitled to protection under Article 7C of the Multiple Dwelling Law has the right to purchase during the exclusive period. Notwithstanding the foregoing, consistent with recent court decisions, the estate of a deceased tenant shall not have the right to purchase the Residential Unit if the date of death of the decedent preceded the filing date of the Plan.

(c) The Plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen (15%) of all dwelling units in the Building by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or a specified member of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date the Plan was accepted for filing, the Purchase Agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreement or other discriminatory inducements.

(d) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit; and provided further that an owner of the unit may not commence an action to recover possession of the unit from a non-purchasing tenant on the grounds that he seeks the unit for use and occupancy of himself and his family. The rentals of non-purchasing tenants who reside in dwelling units not subject to the rent laws as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which the rent laws as to rentals and continued occupancy are eliminated or become inapplicable after the Plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy, considering, in determining comparability, such factors as Building services, level of maintenance

and operating expenses. Complaints of unconscionable rent increases proscribed by law may be referred to the New York State Department of Law, Real Estate Financing Bureau, 120 Broadway, 23rd Floor, Flushing, New York 10271.

(e) The rights granted under the Plan to purchasers under the Plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, General Business Law §352-eeee.

(f) The Plan may not be amended at any time to provide that is shall be an Eviction Plan.

(g) All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the Building. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The Sponsor shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the Sponsor surrenders control of the Board of Managers (see "Obligations of Owners of Dwelling Units Occupied by Non-Purchasing Tenant").

(h) It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The Attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the Sponsor from selling the Unit or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

(i) The Sponsor shall not permit the assignment or transfer of Purchase Agreements by tenants in occupancy.

(j) If, prior to the expiration of any exclusive period which commences prior to the first closing, the terms of this Plan are amended so as to be more favorable to tenant purchasers, a tenant who was in occupancy on the presentation date and who executed and submitted a Purchase Agreement before the amendment was presented shall benefit form the more favorable terms and conditions.

(k) Bona fide tenants in occupancy shall not have any rights to purchase any vacant Unit or other Unit not occupied by such bona fide tenant, but may submit purchase agreements therefor in the same manner, and subject to the same provisions, as a non-occupant of the Building, and in all events subject to the prior sale of such a Unit to the tenant thereof or a non-occupant.

(l) The Sponsor shall, on the thirtieth, sixtieth, eighty-eighth, and ninetieth days after the date of presentation of the Plan and at least once every thirty days until the Plan is declared effective or abandoned, as the case may be, and on the tenth and second day before the expiration of any exclusive purchase period provided in a substantial amendment to the Plan, (1) file with the

Department of Law a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy on the filing date and the number of bona fide non-tenant purchasers who have represented that they or member(s) of their immediate family intend to occupy the Unit when it becomes vacant, who have executed and delivered written agreements to purchase under the Plan as of the date of such statement and (2) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Building. The notice shall include the following:

(i) The date and time of the statement.

(ii) The date the Plan was filed with the Department of Law.

(iii) The date of presentation of the Plan (and the current amendment).

(iv) The last day of the exclusive period.

(v) The number of tenants as of the date the Plan was filed with the Department of Law who have signed Purchase Agreements as of a specified time on the date of the statement.

(vi) The number of bona fide non-tenant purchasers who have represented that they or member(s) of their immediate family intend to occupy the Unit when it comes vacant.

(vii) The number of Units counted in the base.

(viii) The percentage obtained by dividing the number of purchasers to be counted towards effectiveness by the number of Units counted in the base.

(m) Tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the Plan to the Department of Law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the State of New York.

(n) Non-purchasing tenants may be subject to rent increases as provided in the rent laws as a result of major capital improvements made by the Sponsor, the Board of Managers or Unit Owners.

(o) The by-laws provide that non-purchasing tenants will be notified of changes in ownership of dwelling units they occupy.

The rights granted hereunder summarize the provisions of GBL Section 352-eeee, and Part 23 of the Regulations promulgated by the Attorney General. No right is created, granted or conveyed hereunder greater than those created, granted or conveyed by such law or regulations. In the event of any conflict between this summary and the laws and regulations, such laws and regulations shall control.

SUMMARY
OF
OMNIBUS HOUSING ACT OF 1983

See below for a summary of the Omnibus Housing Act of 1983 which law is relevant to prospective purchasers who purchase a unit in a building that is currently occupied by rent stabilized tenants and is to be converted to condominium ownership under a non-eviction plan.

A tenant in occupancy who does not purchase under the plan (a "non-purchasing tenant") will not be evicted by reason of the conversion of the property to condominium ownership. As long as such non-purchasing tenant pays the full rent, otherwise complies with the obligations imposed upon him under his lease and applicable law, he may continue in possession of his unit in accordance with the provisions of the law. Under the rent stabilization laws in force as of the date hereof, if the non-purchasing tenant is covered by the rent stabilization laws ("rent stabilized tenant"), then when his present lease and each renewal lease expires, he may demand, and if he wishes to stay in possession then he must sign, a renewal lease at an increased rental determined in accordance with the rent laws.

However, the Omnibus Housing Act of 1983 (L. 1983 c. 403) amended, *inter alia,* the Emergency Housing Rent Control Law, the Local Emergency Housing Rent Control Law, the Emergency Tenant Protection Act of 1974 and the Real Property Law.

The Law made substantive changes in the law governing the relationship of landlord and tenant. Landlords need not offer a tenant a lease with a three-year term. The law also empowers a landlord to refuse to renew a lease when he wants the apartment for his own personal use and occupancy as his primary residence, or for a member of his immediate family. However, a landlord may not do this to a tenant who is 62 years old or older, or handicapped.

The law repealed real Property Law § 226-b (relating to subletting and assignment) and a new section 226-b was enacted. The new section treats assignment and subletting separately. A tenant may not assign his lease without the written consent of the owner. Consent to assignment may be unconditionally withheld without cause. If such consent is unreasonably withheld, the tenant's only remedy is to be released from the lease.

A tenant pursuant to an existing lease has the right to sublease subject to the written consent of the landlord in advance of the subletting. Such consent shall not be unreasonably withheld. Such tenants are entitled to sublet their apartments for a maximum of two years out of every four years. If the landlord unreasonably withholds consent, the tenant may sublet in accordance with the request and may recover the costs of the proceeding and attorneys fee if it is found that the owner acted in bad faith by withholding consent

The law also provides that it shall be unlawful for a landlord to restrict occupancy of a residential premises, by express lease terms or otherwise, to a tenant or tenants or to tenants and their immediate families.

If the premises are occupied by one tenant, the premises may be occupied by the tenant, his immediate family, one additional occupant and his dependent children.

If the premises are occupied by two or more tenants, the premises may be occupied by the tenants and their immediate families, occupants and dependent children of occupants, provided that the total number of tenants and occupants, exclusive of occupant's dependent children, does not exceed the number of tenants in the lease and further provided that at least one tenant or tenant's spouse occupies the premises as his or her primary residence.

The tenant shall inform the landlord of the name of any occupant within thirty (30) days following the commencement of occupancy by such person or within thirty days following a request by the landlord.

No occupant or occupant's dependent children shall, without express written permission of landlord, acquire any right to continued occupancy in the event that the tenant vacates the premises nor shall such occupant or occupant's dependent children acquire any other rights of tenancy.

The primary residence of a tenant may be determined by a court of competent jurisdiction. No action or proceeding shall be commenced seeking to recover possession on the ground that the housing accommodation is not occupied by the tenant as his or her primary residence unless the owner or lessor shall have given thirty (30) days notice of his intention to commence such action or proceeding. However, this plan is a non-eviction plan, and under existing law, non-purchasing tenants may not be evicted except as provided in the GBL and explained in the Section "Rights of Existing Tenants."

OBLIGATIONS OF OWNERS OF UNITS OCCUPIED BY NON-PURCHASING TENANTS

Obtaining Possession of Occupied Residential Units

All of the Residential Units offered hereby are covered by the Rent Stabilization Law and Code and the Emergency Tenant Protection Act of 1974, as amended and The Omnibus Housing Act of 1983 (the "rent laws"); the tenants in occupancy of Residential Units are, therefore, "rent-stabilized" tenants and their rights are protected by the rent laws. The currently vacant Residential Units will be covered by the Rent Stabilization Law and Code and the Emergency Tenant Protection Act of 1974, as amended, and the Omnibus Housing Act of 1983 (the "rent laws") should these units be rented.

Consequently, a Purchaser of a Residential Unit occupied by a tenant will acquire title to said Residential Unit subject to (a) the lease for the Residential Unit in effect on the date on which Purchaser's executed Purchase Agreement is delivered to Sponsor and any renewal of the terms thereof effected thereafter pursuant to the tenant's right under the rent laws, (b) any existing occupancy of the Residential unit, (c) the right of any existing tenant (who has not purchased this Residential Unit) to remain in possession of the Residential Unit in accordance with the rent laws, including his right to a renewal lease and (d) all other rights of any existing tenant under the rent

laws. A Purchaser of a Residential Unit is obligated to give renewal leases and riders as required by law and tenants may only be evicted on grounds permitted by law. After the Unit is vacated by the non-purchasing tenant, the Unit will cease to be subject to the Rent Stabilization Law and Code and the Emergency Tenant Protection Act of 1974, as amended.

If a tenant or other person occupying a Residential Unit does not voluntarily vacate such Residential Unit by the date on which his lease (as the same may be renewed) expires or the date when his right to continued occupancy under the rent laws terminates, whichever is later, a purchaser, in order to gain occupancy of the Residential Unit, may be required, at his own expense, to institute a summary dispossess proceeding or other action in court. No representation or warranty is made as to the length of time which may elapse before actual possession of any Residential Unit may be obtained.

No representation or warranty is made as to the length of time that may elapse before a final court order of eviction is granted and made effective, that such a court order will be granted, or that possession of a rent-stabilized Residential Unit occupied by another will be obtained.

Obtaining Possession of a Professional or Garage Unit

If a Professional or Garage Unit is purchased other than by the present tenant of such Unit, the Purchaser will own such Unit subject to the existing lease, if any.

If the lease held by the existing tenant of a Professional or Garage Unit is terminated as a result of an uncured default by such tenant in paying the requisite rent or in performing some other lease obligation, then, unless the tenant voluntarily surrenders possession of the Unit, the owner of the Unit may be required (at his expense) to institute a summary dispossess proceeding in court in order to gain possession.

No representation or warranty is made as to the length of time that may elapse before final court order of eviction is granted and made effective, or that such a court order will be granted.

Rights and Duties of Non-occupant Purchasers

Upon acquiring title to a Residential Unit, a Professional Unit, or a Garage Unit occupied by another, the Purchaser will become the landlord of the tenant or occupant thereof and the latter will become such purchaser's tenant. The relationship between the two parties will be governed primarily by the terms, covenants and conditions contained in the lease or other occupancy agreement then in effect with respect to the Unit. Consequently, such Purchaser will succeed to, among other things, Sponsor's right to receive the rents reserved in the lease or occupancy agreement and Sponsor's obligation to perform all of the duties of the landlord under such lease or occupancy agreement, which duties may include, but may not be limited to, painting, repairs of interior plumbing and wiring, replacement of fixtures and appliances, doors and hardware, equipment and appliances in such Unit and (with respect to a Residential Unit) to paint the same periodically. The Purchaser will be obligated to perform these duties as the landlord of such tenant or occupant even though the rents reserved under the lease may be insufficient to pay for

the cost of such performance. In addition, such Purchaser will be required to pay all Common Charges and special assessments assessed against him by the Board of Managers as well as real estate taxes, regardless of whether such costs are more or less than the rent payable by the tenant or occupant and regardless of whether such rent is received.

The Purchaser of an occupied Residential Unit agrees to irrevocably appoint the Managing Agent of the Condominium (or the Board of Managers if no managing agent is employed by the Condominium) as his agent to perform for the account and at the expense of the Purchaser all services required under applicable local law or under General Business Law § 352-eeee(3) to be furnished or performed by a landlord that are not provided by the Board of Managers under the By-Laws, including interior repairs and painting of the Unit. The fee payable to the Managing Agent for performing such service shall not exceed $500 per year per Unit for the first year of Condominium operation.

The Purchaser of a Residential Unit agrees (other than the Sponsor or its designee) to deposit with the managing agent (or the Board of Managers of the Condominium if no managing agent is to be employed) at the closing, an amount equal to not less than two months common charges and real estate taxes to be used as working capital to furnish services required under the non-purchasing tenant's lease and the laws and regulations specified above. Upon notice by the Managing Agent (or the Board of Managers) that the deposit has been diminished, the fund shall be replenished by the Unit Owner within a specified period of time. The failure of the Unit Owner to replenish the fund in a timely fashion shall result in the Board of Managers, on behalf of the Unit Owners having a lien against the dwelling Unit. Interest, if any, earned on the fund shall be the property of the Unit Owner.

All costs and expenses incurred in connection with the ownership of a Unit occupied by a non-purchasing tenant (including, without limitation, legal fees and litigation expenses for enforcing the lease and obtaining possession of such Unit) will be borne entirely by the owner of such Unit.

A person interested in purchasing an occupied Residential Unit, Professional Unit, or Garage Unit, in which he does not reside or occupy is advised to examine any lease, if any, for such Unit to ascertain the rent, the expiration date and the obligations imposed upon Landlord. These leases, if any, are on file at the office of the Managing Agent. It is further recommended that such person consult with his attorney in order to become fully apprised of the effect of such lease, if any, as well as of the rent laws (with respect to Residential Units), on his rights as a purchaser and his obligations to any existing tenant or occupant.

Upon the closing of title to a Residential Unit (or Professional or Garage Unit, if applicable), subject to a lease or other occupancy agreement, Sponsor will deliver to the non-occupant Purchaser the unapplied balance of any security deposit held by Sponsor pursuant to the terms of such lease or occupancy agreement. With respect to an occupied Residential Unit, any such balance must be held by such purchaser in trust in an interest bearing account in accordance with the terms of Section 7-103 of the New York Obligations Law. Upon delivery of the unapplied security deposit, the purchaser will be required to execute, acknowledge and deliver an

agreement to Sponsor, both acknowledging the amount so received and indemnifying Sponsor against all claims and liabilities in connection therewith.

A Purchaser of a Residential Unit is required, upon closing title, to register the Unit with the New York State Division of Housing and Community Renewal. NYC requires the installation of carbon monoxide detectors by owners of multiple dwellings.

INTERIM LEASES

Sponsor reserves the right, freely and without restriction, to rent or lease vacant Unsold Units to purchasers at any time, both before and after the first closing. However, once a Purchase Agreement is signed for a Unit and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the purchaser thereof. The lease or occupancy agreement will be for such rent or use and occupancy fee (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed upon. The term of such lease shall be for a period which will expire on the date of closing or two years after the date of execution of such lease if this Plan is not declared effective in accordance with its terms. Tenants of Residential Units under Interim Leases shall be entitled to all of the protections available to them under rent stabilization and rules of the New York State Division of Housing and Community Renewal except that the Interim Lease may not be renewed or assigned, and the Unit may not be sublet unless the Plan is abandoned. If this Plan is abandoned, the purchaser, as tenant, shall be subject to the relevant rent laws which affect the Unit (with respect to Residential Units only) and may, at any time, at his sole option, cancel such lease and vacate the premises upon 90 days' prior written notice to the Sponsor sent to the address set forth on the cover page of this Plan. Tenants of Professional or Garage Units shall be required to vacate the Unit within 30 days of the abandonment of the Plan.

Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the Landlord, at its sole option, to immediately terminate such lease. It shall be an event of default entitling the Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any). The Purchaser shall be required to vacate the Unit within thirty (30) days after notice of cancellation of the Purchase Agreement is sent to him. If the Purchaser defaults under the Interim Lease, an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser must be obtained or the Purchaser must have vacated the Unit before the Sponsor may declare the down payment under the Purchase Agreement forfeited.

No portion of the rent paid under such lease will be credited towards the Unit's purchase price.

Sponsor's right to rent or lease any Unit will not be subject to any right of first refusal in favor of the Board of Managers to lease such Unit from Sponsor on the same terms offered to the prospective tenant or occupant.

Sponsor does not presently offer the right to rescind the Purchase Agreement or the interim lease. However, should such right be offered in the future, and exercised by Purchaser, then the Purchaser's right to rescind will be conditioned upon his surrendering the interim lease and possession of the Unit and leaving the same vacant, in good condition, and broom clean, within thirty (30) days after he elects to rescind. He must also pay any rent due under his interim lease. Nothing contained herein shall relieve any Purchaser of liability for damage caused to the Unit.

No purchaser shall have the right to occupy or use a Unit purchased by him prior to the closing, without consent of Sponsor.

PROCEDURE TO PURCHASE

Any person may accept Sponsor's offer to sell the Units by entering into a Purchase Agreement with the Sponsor. The Agreement provides that the purchaser will purchase from Sponsor a designated Unit in the Kissena Gardens Condominium. Any conflict between the Offering Plan and the Purchase Agreement shall be resolved in favor of the Offering Plan. Upon signing the Purchase Agreement, the purchaser shall make a down payment of not more then ten (10%) percent of the Total Price of his Unit. Upon full payment of the purchase price at the closing, in cash or by mortgage, the purchaser will receive a bargain and sale deed with covenants against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title to him of fee ownership in the 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 the Plan. 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. However, the Purchase Agreement shall not contain or be modified to contain, a provision waiving purchaser's rights or abrogating Sponsor's obligation under the Offering Plan or under Article 23-A of the General Business Law. Sponsor must either return a fully executed Purchase Agreement within ten (10) days to the purchaser or reject the Purchase Agreement and refund the deposit monies.

Sponsor reserves the right to negotiate with purchaser all aspects of the purchase price of the Unit, including but not limited to: renovations or improvements to the Unit or the fixtures or equipment contained therein or credits or allowances therefor; reduce down payment deposit towards the purchase price (but not less than $1,000.00); financing contingency; extension of period to secure financing; common charges, subsidies, or rebates as credit against the purchase price or payable on a periodic basis or any other manner as will be disclosed in an amendment; application of rent toward purchase price; payment of all or part of purchaser's financing costs such as closing costs, attorneys' fees, origination fees, and commitment fees; any and all other costs relating to the cost of acquiring a Unit. Sponsor also reserves the right to amend the Plan from time to time to add and/or delete negotiable terms or to expand the applicability of such negotiable terms to all purchasers.

The Sponsor will hold all monies received by it directly or through its agents or employees in escrow until the closing of title to a particular Unit. All funds received by Sponsor will be handled in accordance with the provisions of Section 352-h and 352-e(2)(b) of the General Business Law and Section 71-a(3) of the Lien Law and shall be employed by Sponsor only in

connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at the purchaser's option, that the deposit funds be placed in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association located in New York. Said monies must be deposited within five (5) business days of entering into the contract. The Sponsor must advise the Purchaser in writing within ten (10) business days after the deposit has been made. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, the Purchaser may cancel the Purchase Agreement and rescind so long as the right to rescind is exercised within ninety days after tender of the deposit. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the Purchaser in conformity with the Attorney General's regulations. Such deposit, together with the interest accumulated thereon, if any, shall remain the property of the purchaser until consummation of the Plan.

Such funds will be held in a special account entitled "Dale Weber, Esq. Kissena Gardens Attorney Trust Account" or similar name in JP Morgan Chase Bank, 37-15 82nd Street, Jackson Heights, New York 11372. After the closing of title, such funds will be payable to Sponsor. The signature of Dale Weber, Esq., 40-06 Warren Street, Elmhurst, New York 11373, attorney for the Sponsor with regard to the sale of the individual units, shall be required to withdraw any of such funds. In the event a default continues for thirty (30) days after written notice of such default from the Sponsor to the purchaser, the down payment to a maximum of ten (10%) percent of the purchase price, may be released to the Sponsor from such account as liquidated damages and, thereafter, neither party shall have any rights or obligations against or to the other. If a bond has been posted, it may be withdrawn if the purchaser rescinds the Purchase Agreement, is in default of the Purchase Agreement, or upon mutual written consent between the Sponsor and purchaser.

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

The requirements and procedures for the release of the escrowed funds shall include:

a. Under no circumstances shall Sponsor apply for release of the escrowed funds of a defaulting Purchaser until after consummation of the Plan. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL Section 352-h.
b. The escrow agent shall hold the funds in escrow until otherwise directed in: (1) a writing signed by both Sponsor and Purchaser; or (2) a determination of the Attorney General; or (3) a judgment or order of a court of competent jurisdiction, or until released to clause d of this subparagraph;
c. The Sponsor shall not object to the release of the escrowed funds to: (1) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or (2) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law;

d. If there is no written agreement between the parties to release the escrowed funds, the escrow agent shall not pay the funds to the Sponsor until the escrow agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to the Sponsor unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions contained in these regulations and has so notified the escrow agent in accordance with such provisions.

Purchasers and the escrow agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the down payment. The Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is attached as Exhibit M in Part II of this Plan. The party applying for a determination must send all other parties a copy of the application.

Pending the determination of the Attorney General to grant or deny the application, the Sponsor, the Purchaser, and the escrow agent shall abide by any interim directive issued by the Attorney General. If the application permitting release of funds is granted, the deposit and any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General subject to any court action in which preliminary relief is granted. The Attorney General shall act upon the application within thirty (30) days after its submission to the Department of Law, by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons. If the application seeking release of funds is denied, the escrow agent shall continue to hold the deposit and any interest earned thereon until: (1) both the Sponsor and Purchaser direct payment to a specified party in accordance with a written direction signed by both the Sponsor and Purchaser; or (2) a judgment or court order of a court of competent jurisdiction is served on the escrow agent; or (3) the escrow agent deposits the disputed amount into court. In no event shall the escrow agent release funds in dispute, other than a payment of such funds into court, until such dispute is finally resolved either by determination of the Attorney General or by order or judgment of a court of competent jurisdiction or by written agreement of the Sponsor and the Purchaser.

Attached as Exhibit G in Part II of the Plan is a copy of the escrow agreement which incorporates the terms of the Attorney General's regulations. The escrow agent shall maintain all records concerning the escrow account for seven (7) years after release of the funds. Upon the dissolution of any law firm which was the escrow agent the former partners or members of the firma shall make appropriate arrangements for the maintenance of these records by the successor firm and shall notify the Department of Law of such transfer. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Sponsor expects the first closing of a unit to occur on or about September 1, 2006. If such date is delayed twelve (12) months or more, Purchasers will be offered rescission.

After the Amendment declaring the Plan effective has been accepted for filing, Sponsor will give each Purchaser not less than thirty (30) days written notice of the date, time and place (in the borough of Queens) for the transfer of title. Said notice will also include notice of Purchaser's

obligations to pay the balance of the purchase price by Purchaser's unendorsed certified personal check or by official cashier's check.

At the closing, Purchaser shall sign a Power of Attorney in favor of the Board of Managers in the form set forth in Part II of the Plan.

The Purchase Agreement contains a provision making the purchaser's obligation to close title and fund the balance of the purchase price for any closing adjourned at Purchaser's request for more than 15 days as "time of the essence". This means that, in the event the Purchaser is unwilling or unable to close title on such adjourned date then the Sponsor is not obligated to grant a Purchaser's request for an adjournment of the Closing Date and may terminate the Purchase Agreement and retain the full down payment with interest, if any, as liquidated damages.

Although, Sponsor is not obligated to grant a Purchaser's request for an adjournment of the closing date scheduled pursuant to his Purchase Agreement, if a Purchaser requests and Sponsor agrees to grant an adjournment of the closing date in excess of fifteen (15) business days, Sponsor shall have the option to (i) collect an additional five (5%) percent of the purchase price as an additional down payment, and (ii) charge Purchaser a per diem amount calculated at the rate of fourteen (14%) percent per annum of the purchase price computed from the original closing date to the actual date of closing.

The risk of loss or damage to the Unit by fire or other cause until the delivery of the deed or the date Purchaser takes actual possession of the Unit pursuant to written agreement is assumed by the Sponsor.

The Purchase Agreement is contingent upon the purchaser obtaining adequate financing. The Purchase Agreement requires Purchaser to furnish, deliver and/or execute all documents to obtain such financing. Failure to comply with this requirement will be considered a material breach of the Purchase Agreement. If, after having complied with this requirement, the Purchaser is not approved by the lending institution within forty-five (45) days from the date of the Purchase Agreement, then the Purchase Agreement shall be deemed cancelled and all monies previously deposited shall be returned to the Purchaser with interest, if any. Purchaser must notify Sponsor within ten (10) days of his inability to obtain financing. Thereafter, both the Sponsor and Purchaser will be released from any liability. Purchaser should be aware that a mortgage commitment may expire prior to closing. In the event the lending institution cancels or does not extend an expired firm commitment prior to the closing of title through no fault of the Purchaser, Sponsor will refund all monies to Purchaser with interest, if any.

Non-tenant Purchasers shall (i) have the Plan and amendments thereto available for review at least three business days prior to executing a Purchase Agreement or (ii) have the right to rescind their Purchase Agreements and receive a full refund of their down payment by personally delivering a written notice of rescission to the Sponsor or selling agent within seven days after delivering an executed Purchase Agreement together with required deposit or mailing such written notice and having the mailing postmarked within the seven day period. Tenant Purchasers shall have the Plan and amendments thereto available for review at least three business days prior to executing a Purchase Agreement.

The Purchase Agreement may not contain or be modified to contain a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law, or in any case be changed or any of its provisions be waived orally. When the Purchase Agreement set forth in Part II of the Plan is used by residential tenant Purchasers who purchase during the exclusive period, it may not be modified except by a duly filed amendment to the Plan.

Notwithstanding anything to the contrary contained in this Plan, any offering made to a residential tenant in occupancy is made to tenants in occupancy as such term is defined in the rent laws. Overtenants who have lawfully sublet their Units in compliance with the terms of their leases or tenancies shall also have the rights of tenants in occupancy under this Plan.

Any offering to a non-tenant Purchaser of a Unit which has a residential tenant-in-occupancy is made subject to the right of such tenant to purchase during any exclusive period or any other period prescribed by law or by amendment to the Plan. (See "Rights of Existing Tenants"). If during the exclusive period, a Purchase Agreement is submitted for the Unit by such tenant, the Purchase Agreement shall be deemed cancelled, and, within twenty days after the occurrence of such event, the non-tenant Purchaser's down payment shall be refunded to him with interest earned thereon, if any, and all parties shall be released from any further obligation under the Purchase Agreement.

ASSIGNMENT OF PURCHASE AGREEMENTS

No assignment or transfer of purchase agreements are permitted by the Sponsor.

EFFECTIVE DATE OF THE PLAN

The offer to sell the units in the Building is contingent upon the Plan being declared effective and in compliance with the conditions and time periods set forth in the Plan.

The following provisions will determine whether, and when, the Plan will be declared effective:

The Plan may be declared effective when Purchase Agreements are executed and accepted for 15 % or more Residential Units by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more specified members of their immediate family intend to occupy the Unit when it becomes vacant. As to tenants who were in occupancy on the date the letter was issued by the attorney general accepting the plan for filing, the Purchase Agreement shall be executed and delivered pursuant to an offering made in good faith without fraud or discriminatory repurchase agreements or other discriminatory inducements.

The Plan will not be declared effective based on Purchase Agreements signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived, or assigned or transferred otherwise than in compliance with this Plan and applicable law and regulations, or if the Purchaser was not given (i) seven days after delivering an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full

deposit refunded promptly, or (ii) three business days to review this Plan as amended to the date of the Purchase Agreement (see "Procedure to Purchase"), or 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, the selling agent or the managing agent, by blood, marriage or adoption or as a business associate, employee, shareholder or limited partner, except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included to the extent permissible under applicable law and regulations. When calculating the minimum percentage of sales to tenants or other purchasers that are needed before the Plan may be declared effective, no more than one Purchase Agreement by the tenant(s) of a particular Unit shall be counted and only one Purchase Agreement from any tenant who leases or occupies more than one Unit shall be counted towards effectiveness.

When Purchase Agreements have been executed and accepted for the sale to Purchasers of 80% of the Residential Units offered hereby, the Plan must be declared effective. At any time before the declaration of effectiveness, the Sponsor may abandon the Plan.

If the Plan has not become effective within fifteen months after the date a letter is issued by the Department of Law that the Plan is accepted for filing, the Plan will be deemed abandoned. In the event of such abandonment, no new plan for conversion of this Building shall be submitted to the Department of Law for at least twelve months after such abandonment. If the Plan is abandoned, all monies paid by Purchasers will be refunded to them in full, with interest earned thereon, if any, within twenty days thereafter but Sponsor shall not be obligated to deposit any monies in any interest bearing account.

The Plan will be declared effective by written notice to all Purchasers and tenants in the Building or by amendment filed with the Department of Law. If the Plan is declared effective by notice then, within five days thereafter, an amendment to the Plan will be submitted for filing confirming that it has been declared effective. No closing will take place prior to the amendment being accepted for filing by the Department of Law.

After this Plan has been declared effective, but before the First closing, Sponsor may, in its sole discretion, withdraw or abandon this Plan in the event of: (a) the existence of one or more defects in title (including, without limitation, violations of record), affecting one or more Units and/or the Common elements, that cannot be removed, cured, or complied with for less than ½ of one percent of the total amount of the offering; (b) any substantial damage to, or destruction of, any material portion of the Building by fire or other casualty which cannot be cured for less than ½ of one percent of the total amount of the offering; or (c) the taking of all or part of the Property in condemnation proceedings or by eminent domain. In no event, however, will Sponsor be obligated to engage in litigation or to expend monies with respect to defects in title or casualty losses to the Building, except to the extent of an aggregate of ½ of one percent of the total amount of the offering to remove, cure, or comply with defects in title. Furthermore, Sponsor will not be obligated to remove, cure, or comply with violations of record that are to be removed, cured, or complied with by, or that result from the acts or omissions of, any tenants of the Building. Any stated dollar amount relied upon as the basis for abandonment after the Plan has been declared effective shall be exclusive of the cost of curing violations or determinations of any authority or

regulatory association which exist on the date of presentation of the Plan and either are known to the Sponsor or are a matter of public record.

This section is a summary of requirements, rights and obligations granted, created or conveyed by the GBL and Part 23 of the Regulations promulgated by the Department of Law. No rights are granted, created, or conveyed hereunder greater than those required by law and regulations.

If this plan is withdrawn or abandoned, all purchasers and all tenants or other occupants of units will be so notified in writing. Within twenty days thereafter, all down payments paid to Sponsor pursuant to Purchase Agreements then in effect (together with interest earned thereon if any) will be returned to Purchasers in good standing. However, Sponsor will retain as liquidated damages the down payment plus the cost of any special work ordered by Purchaser (together with any interest earned thereon) of any Purchaser who is then in default under his Purchase Agreement beyond any applicable grace period or whose Purchase Agreement had been cancelled previously due to such Purchaser's default. Upon the return or retention of the down payments and any such interest, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under such Purchase Agreements.

TERMS OF SALE

At the closing, Purchasers will receive a bargain and sale deed with covenants against grantor's acts in the form set forth in Part II of the Plan conveying title to the Unit.

If the Purchaser becomes the tenant or occupant of the Unit before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside of the Unit and did not result form the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen. Except as set forth in preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Within thirty days thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any, unless Purchaser is then in default thereunder (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement of, the purchase price and Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement.

Title to each Unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described below:

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 Unit 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, the By-Laws and the Building Plans as they are subsequently filed or recorded and the Offering Plan and any amendments thereto.

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

(a) Easements in favor of the Owners of other Units to use the pipes, wires, conduits, cable television and public utilities located in the common elements or in the Unit itself servicing such other 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 the Unit and to the common elements to inspect, maintain or repair or to make repairs to the Units to prevent damage to the common elements or any other Units, to make repairs to the common elements, to any wires, pipes, conduits or cable television system servicing any of the Units or to make repairs to any other Unit;

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

(d) Easements for the continuance of encroachments on the Unit and on the common elements by other Units or portions of the common elements, now existing by reason of the construction of the Units, or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or such other 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 any alteration to the common elements made by the Board of Managers, so that any such encroachments may remain so long as same shall stand.

5. Any state of facts which an accurate survey and inspection would show but this policy insures that any encroachment of a portion of the Unit structure upon other Units or upon the common elements may remain undisturbed as long as same shall stand.

6. Covenants, conditions, easements, leases and agreements of record.

7. Any other Declaration or instrument affecting the Property which the Sponsor deems necessary or appropriate to comply with law, ordinance, regulation, zoning, resolution or requirement by the Board of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

A purchaser is required to accept title to the Property as Fidelity National Title Insurance Company of New York, agrees to insure subject only to the provisions set out above and the standard printed exceptions contained in the form of title insurance policy promulgated by New York Board of Title Underwriters.

The existence of mortgages, liens and encumbrances, other than the Permitted Encumbrances, shall not be objections to title, provided that properly executed instruments, in form for recording necessary to satisfy or release Units for such impermissible liens or encumbrances are delivered at closing and proper adjustments made for the cost of recording or filing such instruments.

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

All personal property located within the Unit on the date the Purchase Agreement is signed or located within the common elements on the date the declaration is filed, that is owned by the Sponsor or, if the Sponsor does not own the Property, by the Owner, is included in the conveyance.

The Declaration, By-Laws and Floor Plans of the condominium and such other documents required by law will be recorded or filed in the office of the Register of the city of New York, County of Queens, prior to the First Closing in accordance with the New York Condominium Act or other applicable state and/or local law.

If existing mortgages will not be satisfied at or prior to the closing of the first unit, at time of conveyance of the first unit, each mortgagee will either: (1) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units; (2) subordinate the lien of its mortgage to the declaration of condominium; or (3) release its lien on the condominium unit being conveyed.

UNIT 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. Estimates for title expenses are provided by Fidelity National Title Insurance Company of New York through its licensed agent, Inter-County Abstract Corp., and are based (as are all of the following items), on current rates and charges which are subject to change without prior notice:

a) Current rates for Fee Title Insurance in accordance with the scheduled rates set forth in the TIRSA Rate manual and approved by the New York Sate Insurance Department:

Fee Amount	Premium
$ 35,000.00	$ 402.00 + $6.67 per thousand

	up to $50,000.00
$ 50,000.00	$ 502.00 + $5.43 per thousand up to $100,000.00
$ 100,000.00	$ 774.00 + $4.36 per thousand up to $500,000.00
$ 500,000.00	$2,518.00 + $3.98 per thousand up to $1,000,000.00
$1,000,000.00	$4,508.00 + $3.66 per thousand up to $5,000,000.00

If the project qualifies for the Bulk Rate pursuant to Section 20 of the TIRSA Rate Manual, then Owner's insurance shall be charged at 70% of the applicable Fee Title insurance (Owner's) Rate.

If purchaser elects to simultaneously obtain both Fee Title Insurance and Mortgage Title Insurance and provided that the project qualifies for the Bulk Rate, the premiums will be calculated as follows:

1) Fee Title Insurance will be charged at 70% of the Applicable Owner's Rate.

2) Provided the Loan policy does not exceed the Fee policy, the Loan policy will be charged at 21% of the applicable loan rate, as set forth below:

Mortgage Amount	Premium
$ 35,000.00	$ 344.00 + $5.55 per thousand up to $50,000.00
$ 50,000.00	$ 427.00 + $4.54 per thousand up to $100,000.00
$ 100,000.00	$ 654.00 + $3.64 per thousand up to $500,000.00
$ 500,000.00	$2,110.00 + $3.31 per thousand up to $1,000,000.00
$1,000,000.00	$3,765.00 + $3.05 per thousand up to $5,000,000.00

(b) Estimated Fees for recording the Deed, Power of Attorney and Mortgage are:

Deed	$162.00
Power of Attorney	$ 85.00
Mortgage	$140.00

(c) In the event purchaser shall obtain a purchase money first mortgage, to finance the purchase of his Unit, he shall reimburse Sponsor in the amount of any credit against the mortgage tax (otherwise payable by the purchaser) which the purchaser receives pursuant to Section 339-ee of the Real Property Law. In accordance with said statute, the credit shall be the amount resulting from the product of the pertinent Unit's percentage of interest in the Common Elements and the mortgage tax already paid on mortgages affecting the Property. If the mortgage amount is under $500,000, the mortgage tax is currently 2.05% of the mortgage: of this amount, the purchaser of a Residential Unit pays 1.80% of the mortgage amount (less $30 representing a credit for the purchase of a "single family home") and the mortgage lender pays .25%.

If the mortgage amount is $500,001 or more, the purchaser of a Residential Unit pays 1.925% of the mortgage amount (less $30 representing a credit for the purchase of a "single family home") and the mortgage lender pays 0.25%.

(d) New York State transfer tax of $2 per $500 or fraction thereof of the purchase price.

In addition, if the purchase price is $1,000,000 or more, the purchaser of a Residential Unit pays "a mansion" tax of 1% of the purchase price.

(e) If the purchaser purchases a Residential Unit, New York City Real Property Transfer Taxes of one (1%) percent of the purchase price in the event the purchase price is $500,000 or less; New York City Real Property Transfer Taxes of 1.425% of the purchase price in the event the purchase price is $500,001 or more. This is normally an expense of the Sponsor, however, by contractual arrangement; it will be paid by purchaser. The City of New York, Department of Finance has taken the position that when a purchaser assumes the obligation to pay New York City Real Property Transfer Tax, the amount of such tax will be included in the consideration subject to tax. Accordingly, the tax is computed by multiplying the purchase price by 1.01% or 1.426%, respectively.

(f) The cost charged by the title company to prepare the ACRIS transfer tax returns; currently, Inter-County Abstract Corp. charges $150 to prepare the ACRIS transfer tax documents.

(g) $250 to be paid to the Condominium as initial working capital. While Sponsor is in control of the Board of Managers, the working capital fund will not be used to reduce the common charges. If any portion of the working capital fund is used during this period to pay for items in the budget set forth in Schedule B, such amounts will be repaid to such fund out of the common charges collected.

(h) It shall be the sole responsibility of the purchaser to pay the Sponsor's attorney a fee of $1,650 as a basic closing fee for coordination, preparation for and attendance at

closing. If the closing is held at a place other than the office of the Sponsor's attorney or such other place as designated by the Sponsor (but within the County of Queens) there will be an additional fee of $350.00 per Unit which will be the sole responsibility of the purchaser. Fees for closing outside of Queens will depend on distance, but in no event shall such fee be less than $500. If the closing is adjourned other than by Sponsor, there will be an additional fee of $450 per Unit payable to the Sponsor's attorney, which will be the sole responsibility of the purchaser. In the event that a purchaser defaults and thereafter closes title, a fee of $450 will be payable at closing to Sponsor's attorney for additional legal work caused thereby. In the event Purchaser assigns the Purchase Agreement or the Purchase Agreement is cancelled, the Purchaser is responsible for paying an additional fee to Sponsor's attorney of $450.

An example of closing costs for a typical two bedroom unit with purchase price of $325,000.00 is estimated as follows:

1. fee title insurance:	$ 1,755.00
2. recording of Deed and Power of Attorney:	247.00
3. NYS Transfer Tax:	1,300.00
4. NYC Transfer Tax:	3,295.50
5. ACRIS transfer tax returns preparation fee:	150.00
6. Working capital fee:	250.00
7. Sponsor's attorney fee:	1,650.00
8. Subtotal:	$ 8,647.50

In the event purchaser obtains a loan in an amount equal to 80% of the purchase price for the unit, the following estimated closing costs are to be added to the above calculation:

9. mortgage title insurance:	$ 371.00
10. recording of mortgage:	140.00
11. mortgage tax:	4,525.00
12. Subtotal:	$ 5,036.00
13. Total:	$13,683.50

Purchasers are advised that the title company shall impose on the purchaser other closing charges that include but are not limited to a departmental search fee and the cost of endorsements to the title insurance that purchaser's attorney or purchaser's lender may require. Purchaser is also obligated to pay the legal fee for its own counsel.

Purchasers obtaining mortgage loans are also advised that they will be responsible for the payment of all closing costs and expenses in connection with their mortgage in amounts determined by the lender. These costs customarily include, among others, origination fees, commitment fees, fees for credit checks, mortgage title insurance, bank attorneys' fees and appraisal fees.

Furthermore, should a purchaser obtain a mortgage, he 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, using the actual or anticipated assessed

valuation. The amount of such escrow 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.

Purchasers are advised that if Units are not separately assessed for real estate taxes for the then current tax year as of the Closing Date, the Board of Managers will collect escrows for real estate taxes in accordance with the procedures discussed in this Section. If purchaser's lender nevertheless requires that purchaser deposit real estate tax escrows with the lender purchaser will be in the position of making double escrow deposits, since the Board of Managers cannot and will not waive this requirement under the Plan.

All checks for the above fees must be paid by CERTIFIED or BANK CHECK at the closing. The above closing fees are cumulative to the extent applicable to an individual closing.

The Sponsor anticipates that the only items which will be apportioned at the closing of title to the Units will be real estate taxes, rent paid by purchaser pursuant to an interim lease, if any, water 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 provided there is no purchaser-requested adjournment of the closing date in excess of fifteen (15) days. If a purchaser fails for any reason (other than the Sponsor's inability to close title) to close title to his Unit on the originally scheduled Closing Date and Sponsor elects to extend Purchaser's time to close under the Purchaser's Purchase Agreement, the closing adjustments to be made at closing will be made as of midnight of the day preceding the originally scheduled Closing Date. In the event there are any other items which are to be apportioned at closing, the Sponsor will advise the purchaser in writing of such items before the closing.

If a Unit has not been separately assessed for real estate taxes for the then current tax year by the Closing Date, the adjustment will be based on an estimated "assessment" obtained by multiplying the total Property assessment by the Unit's percentage of interest in the Common Elements and multiplying that "assessment" by the then current tax rate. If separate assessments have not been made prior to the closing of title to a Unit, the Board of Managers will collect from each purchaser at closing, and will place in escrow, an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e. for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, the Board of Managers shall collect monthly escrows from Unit Owners with their Common Charges, based upon the estimated tax bill for the entire Property, the Unit Owner's percentage of interest in the Common Elements, and the then current tax rate (or a higher rate to hedge against a possible increase in rate at the beginning of a new tax year). The Board of Managers will pay all taxes due from the escrow account. If the actual taxes due for any period for which the Board of Managers collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Purchasers for their proportionate share of any necessary reimbursement. If any unit owner fails to pay his or her pro-rata share, the Board of Managers will have a lien on such unit for non-payment thereof as if such charges were common charges. If the actual taxes due are lower than the amount collected and held in escrow by the Board, the

Board shall pay the tax bill and return to purchasers their proportionate share of any excess. At such time as the Unit is separately assessed, the Unit Owner will pay taxes directly to the taxing authority. Thus if the Units are separately assessed with payments to commence during a period for which the Board holds escrow funds, the Board will return the funds to each Owner and the Owner will pay his or her own tax bill.

The entire contents of this section, as same may be revised or amended, shall be deemed to be incorporated in the Purchase Agreement for each Unit.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Sponsor is retaining the unconditional right to rent the units rather than sell all the units. Although a mortgage currently encumbers the property, none of the terms of the mortgage obligate the Sponsor to market units for sale as they become vacant (i.e. no minimum number or percentage of units which must be under contract before the plan can be declared effective, no minimum release price set by the mortgagee, and no limits or requirements imposed by the mortgagee for Sponsor to rent rather than sell under specified market conditions). However, in order for the mortgagee to release its lien from the unit being sold, Sponsor must make a principal payment to the mortgagee equal to 140% of the unit's pro rata share of the mortgage loan. Additionally, Sponsor must make a payment to the mortgagee of 1% of the principal payment so made. In the event of a bulk sale of three (3) or more units, the full pre-payment penalty of the mortgage shall apply (i.e. 105% of the principal balance then remaining on the mortgage during the period of November 1, 2004 through October 31, 2005; 104% of the principal balance then remaining on the mortgage during the period of November 1, 2005 through October 31, 2006; 103% of the principal balance then remaining on the mortgage during the period of November 1, 2006 through October 31, 2007; 102% of the principal balance then remaining on the mortgage during the period of November 1, 2007 through October 31, 2008; 101% of the principal balance then remaining on the mortgage during the period of November 1, 2008 through October 31, 2009. There is no pre-payment penalty after October 31, 2009).

The Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and shall be obligated to indemnify the Board of Managers and the Unit Owner.

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

Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to Unsold Units. Sponsor has the financial resources to meet its obligations with respect to Unsold Units. The Sponsor intends to use income from projected sales or rentals of unsold units in the condominium to meet its obligations. If there are fewer sales than expected or rental income is insufficient if the Sponsor rents unsold units, the Sponsor makes no representation about and is posting no security for the funding of such obligations.

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

The Sponsor has no obligation to repair damage from casualty or other cause which occurs prior to the closing of a Purchaser's Unit. See "Terms of Sale" for the rights of Purchasers of Units damaged by casualty prior to closing.

Sponsor shall procure the fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance as set forth in the footnotes to Schedule B of the plan.

NYC requires the installation of carbon monoxide detectors by owners of multiple dwellings.

Sponsor will bear all costs and expenses to be incurred in connection with the creation of the condominium and the preparation, filing and distribution of this Plan. In addition, Sponsor will pay all selling expenses and brokerage commissions of the selling agent or other broker engaged by Sponsor. In the event that there are violations of record or title encumbrances (other than mortgages and permitted encumbrances) affecting the Property at the time of the First Closing, Sponsor shall cause such violations or encumbrances to be cured, remedied and removed, at its sole cost and expense, except that Sponsor shall have no obligation to cure, remedy, or remove any such violations or encumbrances if the same cannot be accomplished at an aggregate cost and expense of no more than ½ of one percent of the total amount of the offering. The existence of any such violations or encumbrances will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under his Purchase Agreement (without provision for escrow), provided that Sponsor either furnishes adequate proof that such violation or encumbrance has been cured or remedied or deposits in escrow a reasonable sum to secure Sponsor's obligation to cure and remedy such violation or encumbrance subsequent to the First Closing. At Sponsor's request, the escrow agent shall apply the sums so deposited towards payment of the cost of curing or remedying the title defect, except the escrow agent shall retain a sufficient portion of such security deposit to pay for the reasonable costs of curing or remedying the remaining title defects. This provision shall not be construed to limit the Sponsor's obligation to remedy the defect. If the aggregate cost and expense of curing, remedying and removing all such violations and encumbrances exceeds ½ of one percent of the total amount of the offering and Sponsor elects not to accomplish the same, Sponsor shall withdraw this plan in accordance with the terms of the section entitled "Effective Date".

In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more units or twenty percent (20%) or more of the total number of units in the condominium, whichever is less, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the obligations of the Sponsor under the offering plan, applicable laws or regulations and in the event of dissolution or liquidation, the principals of the Sponsor shall guarantee the performance of such obligations.

Immediately following the First Closing, Sponsor will assign all assignable service and maintenance contracts and agreements relating to the Property to the Board of Managers, and the Board of Managers will, on behalf of all Unit Owners, assume the same and indemnify Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Closing occurs.

CONTROL BY SPONSOR

The Sponsor, as owner of Unsold Units, will have voting control of the Board of Managers until the fifth anniversary date of the closing of the first unit or until fifty-one (51%) percent of the total number of Residential and Professional Units in the Community are sold, whichever occurs first. Sponsor, during this undetermined period, thus will have control of maintenance, facilities and services to be provided and will determine the common charges to be paid by all Unit Owners, including the Sponsor and the enforcement of Sponsor's obligations. However, during such control period, Sponsor will not increase or decrease the services set forth in the Estimate of Income and Expense (Schedule B) and this Offering Plan without the consent of a majority of all Unit Owners (other than Sponsor voting as a Unit Owner) present at a duly called meeting of the Unit Owners.

Sponsor shall disclose that a meeting will be held to elect new board members unrelated to the Sponsor within thirty days of the expiration of the Initial Sponsor Control Period. The By-laws include a provision that, after the expiration of the Initial Sponsor Control Period, a majority of the Board of Managers shall be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals.

Within one hundred twenty (120) days of the closing of title to the first Unit, four (4) Unit Owners who are independent of Sponsor will be elected to the Board of Managers, by a majority of the then Unit Owners, to serve along with the five (5) Sponsor designated members of the Board of Managers for a total of nine (9) members. The Sponsor will call for a special meeting of the Unit Owners to elect a new Board within one (1) year after the transfer of title to the first Unit. In the event Sponsor is owner of more than fifty (50%) percent of the Units at each annual meeting up through the fourth year anniversary, it may cast such votes to elect a majority of the Board. At such time as fifty-one (51%) percent of the total number of Residential and Professional Units are sold or upon the fifth anniversary of the closing of the first Unit, Sponsor must give up control of the Board of Managers. Members of the Board of Managers shall not be compensated for their services. Members of the Board of Managers may be removed for cause by an affirmative vote of a majority of the Unit Owners. Officers of the Condominium may be removed with or without cause, at anytime, by the affirmative vote of a majority of the whole Board of Managers.

So long as the Sponsor or its designee shall continue to own Units representing twenty-five (25%) percent or more in common interest, but in no event later than three years from the date of the closing of the first unit, whichever shall first occur, the Board of Managers may not, without the Sponsor's prior written consent, (i) make any additions, alterations or improvements to the common elements or to any Unit costing cumulatively more than $2,500, the foregoing not to include necessary repair and maintenance work; or (ii) assess any common charges for the creation of, addition to or replacement of all or part of the 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 Plan; or (iv) enter into any contracts not in existence on the date of the first closing of title to a Unit; or (v) borrow money on behalf of the Condominium.

To assure the Sponsor at least minimum representation on the nine (9) member Board of Managers, the Sponsor shall have the right to appoint its representatives to the Board as a part of the election process after it turns over control of the Board to Unit Owners independent of the Sponsor as follows: four members, for so long as the Sponsor owns, in the aggregate, thirty-five (35%) percent or more of the Units; three members, for so long as the Sponsor owns, in the aggregate, less than thirty-five (35%) percent but more than fifteen (15%) percent of the Units; and three members, for so long as the Sponsor owns, in the aggregate, fifteen (15%) percent or less of the Units. However, when the Sponsor or its designee no longer own any Units, it shall have no further rights to the appointment of any member of the Board of Managers or as otherwise set forth in this paragraph.

The number of members of the condominium board may not be increased without the consent of the owner of the Unsold Units for so long as there remain two (2) Unsold Units.

Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (1) to comply with applicable laws or regulations; 0r (2) to remedy any notice or violation; or (3) to remedy any work order by an insurer.

The detailed provisions for the management of the Community are set forth in the By-Laws attached. 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 Unit Owners, assessment of common charges, foreclosure of liens for non-payment of common charges, management of the Condominium and the use of the Units. The By-Laws provide that the Board of Managers shall have the right to designate Committees or a Managing Agent to carry out such function.

BOARD OF MANAGERS

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

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

Board of Managers

The affairs of the Condominium shall be governed by a Board of Managers (the "Board"). The first Board shall consist of five (5) Managers designated by the Sponsor and will consist of Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr. Each of the above members are principals of the Sponsor. Robert Eisenoff shall be President; Harry Eisenoff shall be Vice President; Joel P. Berger shall be Treasurer; and John M. Downing shall be Secretary.

Every Residential, Professional, and Garage Unit Owner shall be entitled to cast one vote for each ballot for each Unit he owns. All Managers other than designees or nominees of the Sponsor shall be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. See page 51 as to the Sponsor's initial control of the Board. At the expiration of the initial term of office of each respective Manager, his successor shall be elected (or appointed by Sponsor, as the case may be) to serve a term of three (3) years. Within one hundred twenty (120) days of the closing of title to the first Unit, four (4) Unit Owners who are independent of Sponsor will be elected to the Board of Managers to serve along with the five (5) Sponsor designated members of the Board of Managers for a total of nine (9) members. Thereafter, elections are to be held annually on the anniversary of the first Unit closing. To assure the Sponsor at least minimum representation on the nine (9) member Board of Managers, the Sponsor shall have the right to appoint its representatives to the Board as a part of the election process after it turns over control of the Board to Unit Owners independent of the Sponsor as follows: four members, for so long as the Sponsor owns, in the aggregate, thirty-five (35%) percent or more of the Units; three members, for so long as the Sponsor owns, in the aggregate, less than thirty-five (35%) percent but more than fifteen (15%) percent of the Units; and two members, for so long as the Sponsor owns, in the aggregate, fifteen (15%) percent or less of the Units. However, when the Sponsor or its designee no longer own any Units, it shall have no further rights to the appointment of any member of the Board of Managers or as otherwise set forth in this paragraph. After the end of the initial Sponsor control period, a majority of the Board of Managers must be owner occupants who are unrelated to the Sponsor or its principals. It shall be the duty of the president to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary. Managers and officers, as such, shall receive no compensation for their services.

Removal of Members of the Board of Managers

Managers may be removed for cause by an affirmative vote of a majority of the Unit Owners. No manager other than a member of the first Board of Managers or Sponsor's designees or nominees shall continue to serve on the Board if, during the term of his office, he shall cease to be a Unit Owner.

Powers and Duties of Board of Managers

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

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

2. To collect, use and expend the assessments collected to maintain, care for and preserve the Units, the Building and other common elements.

3. To make repairs, restore or alter any Unit or the common elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

4. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in connection with the maintenance, care and preservation of the Property.

5. To insure and keep insured the common elements and Units.

6. To collect delinquent assessments by lawsuit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violation of the house rules or rules and regulations herein referred to.

7. To make reasonable rules and regulations.

8. 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 hereinabove set forth.

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

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

11. To make additions, alterations or improvements to the common elements of the Community, the cost of which addition, alteration or improvement does not exceed $150,000. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of $150,000 only with the approval of a majority of the Unit Owners. While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations or improvements to the common elements costing in excess of $2,500 or enter into service or maintenance contracts the duration of which will extend more than one (1) year after the Sponsor loses control of the Board of Managers only with the approval of a majority of the Unit Owners, excluding the Sponsor, voting at a duly held meeting of the Unit Owners.

12. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided, however, that (i) the consent of at least 66-2/3 percent in number of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance

with the provisions of the By-Laws shall be required for the borrowing of any sum in excess of $200,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the common elements without the written consent of the owners of said Unit.

13. Since each Condominium Unit is separately assessed for real estate tax purposes, each Condominium Unit Owner must institute his own proceeding to review real estate tax assessments against such Unit. However, the Board of Managers may institute such proceedings on their behalf with or without the consent of all Unit Owners.

Liability of Board of
Managers and Unit Owners

In order to limit the liability of the Unit Owners, any contract, agreement or commitment made by the Board of Managers or Officers of the Condominium shall state it is made by the Board of Managers as agent for the Unit Owners as a group only and that no member of the Board of Managers or Officers of the Condominium nor individual Unit Owner shall be liable for such contract, agreement or commitment except that every Unit Owner shall be liable to the extent that his proportionate interest in the common elements bears to the total liability under such commitment. The Board of Managers and Officers of the Condominium shall have no liability to the Unit Owners in the management of the Community, except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties except acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited to the extent that his proportionate interest in the common elements bears to the total liability of the member of the Board of Managers.

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 owner-occupants, members of an owner-occupant's household, or members of the first Board of Managers. Two or more offices may not 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 his duties 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 all 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. He shall disburse the funds of the Condominium. He shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Repairs, Alterations and
Improvements to Common Elements

All maintenance, repairs and replacements to the common elements of the property, including, but not limited to, exterior walls of the Building, roof and roof members, balconies or terraces, as well as maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit, or so much of any pipe, wires, conduits and public utility lines as are located in the common elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a common expense. All repairs to the exterior of any door, fence, Building, open area or other generally visible portion of the Community must be in conformation with the style and colors initially installed by the Sponsor. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the common elements. The Board of Managers shall have a right of access to any Unit and to all portions of the common elements for the purpose of carrying out any of its obligations under this Offering Plan, the By-Laws or the Declaration of Condominium.

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, the Board of Managers shall arrange for the prompt repair and restoration of the Building and the Board of Managers or the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

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

proceeds of insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective common interest, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such lien.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage insuring the Building, including all of the Units and the bathroom, kitchen and laundry equipment, if any, initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee of a Unit which 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 hereinafter set forth; and such other insurance as the Board of Managers may determine.

Reports to Unit Owners

All Unit Owners will receive within three (3) 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 regarding any taxable income attributable to the Unit Owners, and a notice of the holding of the annual Unit Owners meeting at least five (5) days, but not more than the ten (10) days, prior to such meeting. The financial statements of the Condominium shall be prepared and certified by a Certified Public Accountant while the Sponsor is in control of the Board of Managers. A copy of the proposed annual budget of the Condominium shall be delivered to all Unit Owners at least five (5) days prior to adoption thereof by the Board of Managers, which shall be certified by an expert while the Sponsor is in control of the Board of Managers in accordance with New York State Department of Law's regulations. All Unit Owners shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board.

Amendments

The Declaration may be amended upon a vote of eighty (80%) percent of the Unit Owners in number held at a duly called meeting of the Unit Owners, provided however, that:

(i) No amendment shall change any Condominium parcel, nor a Unit Owner's proportionate share of the common charges, nor the voting rights appurtenant to any Unit, unless all record owner(s) affected thereby and the first mortgagees, if any, of each of these same Units agree to such revocation by recorded instrument.

(ii) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

(iii) No amendment shall be passed which affects the intended use of the Unit without the consent of the affected Unit Owner.

The By-Laws may be amended at any duly called Unit Owners meeting provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by eighty (80%) percent of the Unit Owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Unit Owner's interest and the interests of holders of a mortgage encumbering a Unit or Units.

Units Acquired by the Board of Managers

All Units which are acquired by the Board of Managers, or its designee, shall be held by it on behalf of all Unit Owners whose respective interests shall be in proportion to the common interest to such Unit Owners and the votes appurtenant to such Units shall be cast by the Board of Managers or its designee at all meetings of the Unit Owners, except that the Board will not vote in any election of members of the Board.

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 (80%) percent of the Unit Owners in number and in common interest and the first mortgagees, if any, of these same Units agree to the withdrawal of this property from the provision of such Article. The Sponsor or its nominee will not cast any of its votes for withdrawal, unless eighty (80%) percent of Unit Owners other than Sponsor so vote.

Covenant Against Partition
of Common Elements

The common elements are not subject to partitions nor are they severable from the Units except in accordance with the Real Property Law.

Reserves

The Condominium has the right to accumulate reserves for capital replacements or other general repairs of the Condominium. However, the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned or other invested funds.

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Unit. Further, each Unit Owner will have an easement for the continuance of any encroachment by his Unit on any adjoining Unit or common element now existing or which may come into existence hereafter as a result of settling of the Units or repair or alteration of the Unit by the Board of

Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, or by reason of an alteration made by the Board to the common elements so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units. The Board of Managers, its agents and employees shall have a right of access to the Units and to the common elements (irrespective of the restricted nature of such common element) to inspect, maintain or repair the common elements or any pipe, wire or conduit therein or to make repairs to the common elements or any pipe, wire or conduit therein or to make repairs to the Units to prevent damage to the common elements or any other Unit.

Allocation of Common Interest

The common interest of the Condominium establishes the Unit Owners percentage of ownership in the common elements and percentage of liability for the payment of common charges. Each Unit Owner has the percentage of common interest in the Condominium set forth on Schedule A. Pursuant to Section 339(i)(1)(iv) of New York Condominium Act, the common interest of each Unit has been based upon floor space, subject to location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular Unit.

The percentage of the undivided interest in the common elements shall not be changed except with the consent of all of the Unit Owners affected expressed in a duly recorded amendment to the Declaration.

Copies of both Declaration and By-Laws are contained in Part II of the Offering Plan.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale or Lease of Units

Each Unit Owner will have the right to sell his Unit without restriction as to price, if prior to or simultaneously with closing, he satisfies any arrears in the payment of common charges and provided that he shall first give to the Board of Managers, on behalf of all other Unit Owners, an opportunity either to (a) purchase such Unit, at the same price and on the same terms as were offered by the proposed purchaser, or (b) produce a purchaser who will purchase the Unit at the same price and on the same terms offered by the proposed purchaser. If the Board of Managers does not either produce a purchaser for Unit or indicate its intent to purchase the Unit on behalf of all Unit Owners, within thirty (30) days after receipt of written notice of the terms of a bona fide offer to purchase, the Unit Owner shall have the right to consummate the sale on the terms submitted to the Board of Managers, as more specifically ser forth in the Declaration and By-laws.

Each Unit Owner will have the right to lease his Unit for a term of at least twelve (12) months, provided that the Unit Owner shall first give to the Board of Managers, on behalf of all other Unit Owners, notice and an opportunity either to (a) lease such Unit upon the same terms, conditions and rental offered by the proposed lessee or (b) produce a lessee who will lease the

Unit on the same terms, conditions, and rental offered by the proposed lessee. Leases of less than twelve months duration are prohibited. If the Board of Managers does not either lease such Unit or produce a lessee within thirty (30) days after receipt of written notice from the Unit Owner of the terms of a bona fide offer to lease, the Unit Owner shall have the right to lease the Unit on the terms submitted to the Board of Managers.

Any contract to sell a Unit and any lease of a Unit shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OF KISSENA GARDENS CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE PROVISIONS OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED".

The restrictions upon the sale and lease of Units set forth in this Section shall not apply to Units owned by Sponsor or its designee or to a mortgagee acquiring title in foreclosure or by a deed in lieu of foreclosure. Sponsor or its designee or a mortgagee shall be free to sell or lease Units without first offering to sell or lease said Unit to the Board of Managers.

With regard to the exercise of the Right of First Refusal, the Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

Restrictions on Occupancy and Use

There is no restriction upon ownership of a Residential Unit or a Professional Unit. Occupancy, however, may only be for the purpose intended in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Community as pertains to each Unit. However, each Garage Unit may only be owned by a Residential Unit Owner or a Professional Unit Owner. An Owner of a Garage Unit shall have the right to sell or lease the parking space to another Residential Unit Owner or Professional Unit Owner only. Garage Units may be used only by a Unit Owner, a person permitted to occupy the Garage Unit under a rent stabilized lease or under the By-Laws, the superintendent or the porter, or the Sponsor or its designee. Notwithstanding the foregoing, Sponsor or its designee, as owner of an Unsold Garage Unit, may sell or lease the Unsold Garage Unit to anyone, subject to the rights of occupants of the Building under the Multiple Dwelling Law

The By-Laws of the Condominium contain the following use restrictions: No immoral, improper, offensible or unlawful use shall be made of the Community nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Unit Owners, their families, employees, guests and pets shall not use or permit the use of the Units and common elements in any manner that would be illegal, disturbing or a nuisance to other Unit Owners. It is prohibited to hang garments, rugs, etc. from the windows or from the Building or to string clothes-lines on or over the common elements or to use any of the common elements for storage. No Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of this Unit. No Unit Owner shall install an antenna on the roof of the Building.

Mortgage of Units by Unit Owners

The Unit Owner may mortgage his Unit at any time after he acquires title to the Unit in whatever amount and under whatever terms he can obtain, provided that the mortgage can only be taken from the Sponsor, a bank, savings and loan association, life insurance company, pension fund, trust company (or other institutional lender). Any Unit Owner may, however, upon the resale of his Unit, grant a purchase money mortgage to a purchaser of his Unit. A Unit Owner may mortgage his 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 will prepare and furnish its budget to the Unit Owners and their mortgagees annually. Based upon such budget and any modification thereof approved by the Board of Managers, the Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their interest in the common elements. The charges assessed by the Board of Managers ("Common Charges"), in addition to the cost of repairing and maintaining the common elements, and other normal operational costs, may include, in the discretion of the Board of Managers, reserves, working capital and other sums necessary to carry on the affairs of the Condominium.

Although the Sponsor is of the opinion that such estimates of expenditures in Schedule A and B are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and 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 fire and other casualty insurance on the Building and the common elements, public liability and property damage insurance as set forth in Schedule B and the footnotes thereto, utilities and electricity for the common elements and limited common elements, legal and accounting expenses, management fees, supplies and a maintenance/repair reserve. The common charges do not include maintenance, repairs or decoration to the interior of the Units or portions thereof, payment required pursuant to the terms of the Unit Owners' mortgages or real estate taxes covering the individual Units.

The common charges, which will be collected monthly by the Board of Managers, and other costs of maintenance of the Units are set forth on Schedule A. However, additional services that the Unit Owners may desire or other factors can increase these charges. The Board of Managers will commence the collection of common charges upon the closing of title to the first Unit in an amount no greater than as set forth herein and only in such amount as will be necessary to carry out the duties of the Board of Managers as set forth in this Offering Plan and such common charges shall be paid by the Unit Owners and the Sponsor as owner of the Unsold Units

in accordance with the common interests set forth herein. The common charges will be placed in an account in the name of the Board of Managers.

When a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damages, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Unit will be a common charge to all Unit Owners. In order to protect the Unit Owners against the possibility of such common charges, the Board of Managers determines the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the common charges) and reviews the amount of such coverage annually.

The Sponsor shall be liable for the monthly common charges of all Units, title to which has not been transferred to a bona fide purchaser commencing with the closing of title to the first Unit.

Liens for the Non-Payment of Common Charges

Under the Real Property Law of the State of New York, Section 339-z, the Board of Managers shall have a lien against each 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 the first mortgage of record. 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 units in which Sponsor is more than thirty (30) days in arrears of common charges while it is in control of the Board of Managers. The lien shall continue in force even after resale of a Unit except that the Board shall, in accordance with the Declaration, release the lien and right to collect unpaid common charges against any purchaser of a 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 and in doing so shall be entitled to recover all costs incurred, including reasonable attorney's fees. The liability of each Unit Owner for the payment of common charges thereafter assessed against his Unit shall terminate upon a sale, transfer or conveyance of such Unit in accordance with the provisions of the Condominium Declaration and By-Laws. Further, any Unit Owner may convey his Unit to the Board of Managers or its nominee, on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and By-Laws, and in such event he shall be exempt from any common charges thereafter assessed, but not relieved of his obligation to pay his mortgage. However, a Unit Owner may not exempt himself from liability for his common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of the Unit. Upon a resale, the purchaser of a Unit shall be liable for the payment of unpaid common charges assessed against such Unit prior to the acquisition of such Unit by the purchaser, except that a mortgagee who acquires title to a Unit or a purchaser at a foreclosure sale shall not be liable and the Unit shall not be subject to a lien for the payment of common charges assessed prior to the acquisition of title to such Unit by the mortgagee or purchaser at a foreclosure sale. In such event and in the event of a foreclosure by the Board of Managers of its lien on any Unit for unpaid common charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid common charges, the unpaid balance shall be charged to all Unit Owners as a common expense.

Repairs, Alterations and Improvements to Units

The Unit Owner can make any interior alterations or improvements to the Unit he desires without obtaining the consent of the Condominium so long as such alterations or improvements do not affect the Building in which the Unit is located or any other common elements. Repairs to general common elements shall be the responsibility of the Board of Managers and the cost of such repairs shall be a common expense. See footnotes to Schedule B for repairs, alterations and improvements to the common elements. Repairs and maintenance of any limited common elements shall be paid by those Unit Owners being served by same. In the event such alterations or improvements affect the structural soundness of the Building in which the Unit is located, the Unit Owner must first obtain the written consent of the Board of Managers. All maintenance (including electrical repairs and plumbing stoppages in the Unit, painting and decoration of the Units), repairs and replacements to the Units including windows and doors abutting a Unit (except painting or maintenance of the exterior surface of windows and doors which open from a Unit, which are performance by the Board of Managers) and repairs to pipes, wires and conduits located within and without the Unit and servicing the same Unit other than as set forth in this Plan shall be made by the respective Unit Owners at their own expense. In the event that the Unit Owner fails to make any repair or creates any condition which affects the Building in which the Unit is located, the common elements or any other Unit, the Board of Managers may, upon notice given in accordance with the provision of the By-Laws, make such repair or correct such condition and charge the Unit Owner for the cost of such service. In the event it becomes necessary for the Board of Managers to bring any lawsuit or other proceeding to enforce its right to make such repair or correct such condition or to collect any sum due on account thereof, the Board of Managers shall also be entitled to collect reasonable attorney's fees in connection with such suit or proceeding.

The provision of the Declaration and By-laws that requires written consent of the Board of Managers prior to a Unit Owner making an alteration does not apply to sponsor. However, sponsor shall not make alterations that would impair the structural soundness of a Unit or the Common Elements.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage insuring the Building, including all of the Units and the bathroom, kitchen and laundry equipment, if any, initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

In addition to the insurance set forth herein, the purchaser may desire to insure his personal effects and the interior of the Unit itself for fire and liability. Such insurance, if taken by the purchaser, will be payable by the purchaser directly.

The proceeds of all policies of physical damage insurance carried by the Board shall be payable to the Board of Managers in the event of a loss amounting to $50,000 or less, and to the Insurance Trustee if the loss shall amount to more than $50,000, to be applied for the purpose of repairing, restoring and rebuilding the Building unless otherwise determined by the Unit Owners, as hereinafter set forth.

All policies of physical damage insurance shall provide that each Unit Owner is an additional insured, and shall contain waivers of invalidity because of acts of the insured and Unit Owners, subrogation, and of any reduction of a pro-rata liability of the insurer as a result of any insurance carried by the Unit Owners or of the invalidity arising from any acts of the insured or of any Unit Owners and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

The amount of casualty insurance and property damage to be maintained on the Community upon the transfer of title to all Units and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be in the amount of at least $9,000,000 for all Units. The Board of Managers shall review the amount of casualty insurance and property damage annually.

A New York bank or trust company shall be the Insurance Trustee unless or until replaced by a bank or trust company in the State of New York designated by the Board of Managers. In the event that the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Board of Managers.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a common expense. The Board of Managers, at its option, may also obtain and maintain, to the extent obtainable: (1) Water Damage Insurance; (2) Directors & Officers Liability Insurance; (3) Employee/Director Fidelity Bond Insurance; and (4) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each member of the Board of Managers and each Unit Owner, in such limits as the Board of Managers shall determine.

The public liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be $1,000,000 per occurrence and $2,000,000 in the aggregate covering claims for bodily injury and property damage arising out of any occurrence in the common elements.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the

carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE UNIT. PURCHASERS ARE ADVISED TO SECURE SUCH COVERAGE.

The Board will arrange for repair of the Units in the event of casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units after fire or casualty and condemnation of a casualty loss see By-Laws contained in Part II of the Plan. In the event of a casualty loss, the Unit Owner will continue to pay the common charges on his Unit.

See Schedule B for the entire insurance costs of the Condominium.

Access by Board of Managers

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the common elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws.

Compliance with Terms of Declaration,
By-Laws and Rules and Regulations

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws, as well as any rules and regulations contained in the Declaration and By-Laws or established by the Condominium in accordance therewith. The rules and regulations set forth in the Declaration and By-Laws can be found in Part II of the Plan. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws, as well as the rules and regulations established therewith.

The provisions of the By-Laws that requires written consent of the Board of Managers prior to a Unit Owner making an alteration that would impair the structural soundness of the Building does not apply to the Sponsor.

The provision of the By-Laws that requires members of the Board of Managers to be a owner-occupant or a member of an owner-occupant's household will not apply to the first Board of Managers or to the Sponsor, the Sponsor's designees, or the Sponsor's nominees.

Other Liens

There are no other liens or encumbrances on the Units or common elements other than the lien for non-payment of common charges, the lien of a first mortgage which arises if the purchaser obtains a first mortgage on his Unit, and the liens and encumbrances set forth in the Plan.

REAL ESTATE TAXES

Real Estate Taxes

After the units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will be subjected to, any lien arising from the non-payment of taxes on other units. It is possible that the Real Property Assessment Bureau of the City of New York will not have separately assessed taxes for individual units at the time of the first closing of a unit as taxes are usually assessed in January of each year for the coming July. If a Unit has not been separately assessed for real estate taxes for the then current tax year by the Closing Date, the adjustment will be based on an estimated "assessment" obtained by multiplying the total Property assessment by the Unit's percentage of interest in the Common Elements and multiplying that "assessment" by the then current tax rate. If separate assessments have not been made prior to the closing of title to a Unit, the Board of Managers will collect from each purchaser at closing, and will place in escrow, an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e. for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, the Board of Managers shall collect monthly escrows from Unit Owners with their Common Charges, based upon the estimated tax bill for the entire Property, the Unit Owner's percentage of interest in the Common Elements, and the then current tax rate (or a higher rate to hedge against a possible increase in rate at the beginning of a new tax year). The Board of Managers will pay all taxes due from the escrow account. If the actual taxes due for any period for which the Board of Managers collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Purchasers for their proportionate share of any necessary reimbursement. If any unit owner fails to pay his or her pro-rata share, the Board of Managers will have a lien on such unit for non-payment thereof as if such charges were common charges. If the actual taxes due are lower than the amount collected and held in escrow by the Board, the Board shall pay the tax bill and return to purchasers their proportionate share of any excess. At such time as the Unit is separately assessed, the Unit Owner will pay taxes directly to the taxing authority. Thus if the Units are separately assessed with payments to commence during a period for which the Board holds escrow funds, the Board will return the funds to each Owner and the Owner will pay his or her own tax bill.

The actual assessed valuation of the Property for the current fiscal 2005/06 is $1,332,000. The tax rate for such fiscal tax year is $12.216 per $100 of assessed valuation. As estimated by Sponsor's counsel, the aggregate real estate taxes for the Property during the first year of condominium operation will be $170,335 (including $2,550 J-51 tax abatement) based upon the 2006/07 projected actual valuation of $1,347,840 at an estimated tax rate of $12.8268 per $100 of assessed valuation, which is an increase of five percent over the current tax rate.

The following tabulation shows the assessed valuation, actual valuation, transitional valuation, tax rate and tax for the current and two preceding tax years, as well as the tentative and estimated actual and transitional valuations for 2005/06 and 2006/07, respectively.

Tax Year	Assessed Valuation Actual Valuation	Assessed Valuation Transitional Valuation	Tax Rate Per $100	Tax
2003/04	$1,318,500	$1,339,200	$12.6200	$166,395
2004/05	$1,269,000	$1,354,500	$12.5170	$160,148
2005/06	$1,332,000	$1,345,500	$12.2160	$162,717
2006/07	$1,347,840	$1,465,200	$12.8268 (est.)	$172,574

These calculations assume that there will be no further increases in actual assessed valuation beyond 10% and no increases in the tax rate beyond a 5% increase over the current tax rate. No representation is made that the actual assessed valuation and/or the tax rate may not increase further in the future.

The Building has received a tax abatement under Section J-51 of the New York City Administrative Code for work done at the Building involving pointing and two boilers. The Building has and will receive an abatement of its real estate taxes in the amount of $2,550 per year for fourteen years commencing with the 2001/02 tax year.

State law now requires that increases in assessments (other than certain increases resulting from capital improvements) of multiple dwellings may be phased in over a five year period in increments of 20% of the increase in each tax year.

There are tax certiorari proceedings pending for the 2005/06 tax year. Any refund for the year in which the closing occurs, along with the cost of such proceeding (including attorneys' fees) will be apportioned between Sponsor and the Unit Owners as of the closing date. Any refund covering a period prior to the tax year in which a closing occurs and all expenses incurred in connection therewith (including attorneys' fees) shall belong to and be incurred by the Owner alone. The By-laws empower the Board of Managers to bring tax certiorari proceedings on behalf of all Unit Owners and to charge all Unit Owners a pro-rata share of the expenses, disbursements, and legal fees for which charges the Board of Managers shall have a lien as if for common charges.

The estimated real estate taxes for each Unit for the first year of condominium operation assumes that the amount of real estate taxes payable with respect to each Unit will be levied in the proportion that its common interest bears to the common interest of all Units. There is no assurance that the New York City taxing authority will allocate taxes between Units in proportion to their respective common interests. If it does not, owners of Units having the same common interest will pay different amounts of real estate taxes. In no event will the Sponsor, the Sponsor's counsel, the Sponsor's selling agent or any other third party be liable if the actual taxes assessed are different from the above estimate.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Residential Units is based, in part, upon the income tax opinion of Sponsor's counsel, copy of which is set forth in Part II of this Plan. The opinion of Sponsor's counsel does not address the tax consequences which might result from ownership of a Unit in connection with the Unit Owner's trade or business or for purposes of investment or the production of income or which may result to a foreign Unit Owner by reason of his foreign status.

1. Deductibility of Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit in fee and each Unit will be a separate tax lot for real estate tax purposes. Therefore, each Unit Owner may mortgage his Unit and will be liable for payment of mortgage interest and principal and any real estate tax as assessed against the Unit.

Sponsor has been advised by its counsel that Residential Unit Owners who own a Residential Unit for personal residential use and itemize deductions on their Federal and New York State income tax returns will be entitled, under present tax laws, to a deduction for Federal and New York State income tax purposes for the real estate taxes they pay on their Unit and for the interest they pay on any mortgage covering their Unit.

2. Tax status of Condominium

The Condominium will be managed by the Board of Managers that shall collect the common charges on behalf of the Condominium. In adding a new Section 528 to the Code the Tax reform Act of 1976 affords certain condominiums substantially all of whose units are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify 60% or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Unit Owners and 90% 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 the Code, include property held by the Condominium, property commonly held by the members of the Condominium or property within the Condominium held by the members of the Condominium. Additionally, there is a requirement to qualify under Section 528 of the Code that square footage of the non-residential portions of the Condominium not exceed 15% of the total square footage. Based upon Sponsor's Counsel's examination of the Offering Plan and subject to the Condominium satisfying the minimum percentage income and expenditure criteria set forth above, it is Sponsor's Counsel's opinion the Condominium will be eligible to elect to be treated as a tax exempt organization under Section 528 of the Code.

No warranty is or can be made by Sponsor or any other person that the United States Treasury Department or New York State Department of Taxation will allow the aforementioned deductions and no representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any Judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its counsel shall be liable if it is

held that the Unit Owners are not entitled to such income tax deductions due to changes in applicable law, regulation, or decisional law. Counsel shall have no liability should Unit Owners not be entitled to deductions if facts represented by Sponsor are not true.

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COUNSEL'S TAX OPINION

July 11, 2005

State of New York
Department of Law
120 Broadway, 23rd Floor
Flushing, New York 10271

Re: Offering Plan for the Conversion to Condominium Ownership
of premises located at
43-43 Kissena Blvd. Flushing, New York ("Plan")

Gentleman:

You have requested our opinion concerning (i) the availability of certain deduction for federal New York City income tax purposes (but not for purposes of the New York City earnings tax on non-residents) to individuals who purchase Residential Units for residential use ("Residential Unit Owners") under the Plan and (ii) the treatment for such income tax purposes of the Common Charges paid or borne by individual Residential Unit Owners.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1954, as amended ("Code"), the New York State Tax Law ("State Tax Law"), the New York City Administrative Code ("City Code"), the Regulations promulgated thereunder and such other material as we deem relevant. Except where otherwise indicated, the terms used in this opinion have the same meanings as in the Plan.

I. Deductibility of Mortgage Interest and Real Estate Taxes

A Residential Unit Owners will own his Residential Unit and its appurtenant interest in the Common Elements in fee simple. Therefore, each Residential Unit Owner may mortgage his Residential Unit and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness. Also, each Residential Unit will be taxed as a separate tax lot for real estate tax purposes.

In our opinion, an individual Residential Unit Owner will, for federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid or accrued

under Section 163 and 164 of the Code, respectively. Rev. Rul. 64-31, 1964-1 Cum. Bull 300. This is subject to the proviso that, under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

It is also our opinion that each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for federal income tax purposes for the mortgage interest and real estate taxes paid during the taxable year. Section 615 of the State Tax Law; Seciton T46-115.0 of the City Code. However, certain individual taxpayers may not be able to utilize the deductions herein discussed, in whole or in part, if they are subject to the Alternative Minimum Tax.

Until the units are separately billed for real property taxes, the by-laws provide for collection thereof in accordance with each unit owner's percentage of common interest. Such payments are to be made into a special escrow account for the purpose of paying such taxes, and accordingly, inasmuch as such payment is necessary because the property interest of each Unit owner would be lost if the taxes were unpaid and the property foreclosed upon, such payment will be deductible. *See L.L. Powell, 26* TCM 161 (1967). See also *D. G. Peters, 26* TCM 1440 (1970).

II. Common Charges

Pursuant to the Plan, the Board of Managers will govern the affairs of the Condominium. Presently, the exact tax status of the Condominium is not clear. The Federal income tax consequences to the Condominium and the Residential Unit Owners upon receipt by the Condominium of the Common Charges from the Unit Owners and receipt from other sources will depend upon whether the Condominium is treated as a conduit, or is treated as an association taxable as a corporation or qualifies and elects to be treated under Section 528 of the Code.

Section 528 of the Internal Revenue Code provides that condominium associations, when qualified, may be treated as partially tax-exempt for federal income tax purposes.

The exemption provided by Section 528 of the code is available only if the following requirements are met:

1. The organization must be organized and operated to provide for the acquisition, construction, management, maintenance and care of the association property.

2. Sixty (60%) percent or more of the organization's expenditures for the taxable year must be membership dues, fees, or assessments received from residential condominium units owners.

3. Ninety (90%) percent or more of the organization's expenditures for the taxable year must be for the acquisition, management, maintenance and care of the condominium.

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

5. The organization must elect exempt status for the taxable year. Such election must be made for each year that the organization desires to be treated as a Section 528 organization. Treas. Reg. Section 1.528-8.

6. Substantially all of the units are used by individuals for residences. (Substantially all of the units will be considered used by individuals for residences if at least eighty-five (85%) percent of the total square footage of all units is used, or is intended to be used by individuals for residential purposes or purpose auxiliary to residential use, such as storage rooms, laundry and maintenance areas. Treas. Reg. Section 1.528-4(b).)

Based upon our examination of the Offering Plan and subject to the Condominium satisfying the minimum percentage income and expenditure criteria set forth above, it is our opinion the Condominium will be eligible to elect to be treated as a tax exempt organization under Section 528 of the Code.

We express no views as to any federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion or as to the tax status and tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. This opinion does not deal with tax consequences which may result from ownership of a Residential Unit in connection with the Residential Unit Owner's trade or business or for purposes of investment or the production of income, or which may result to a foreign Residential Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences that may arise if Residential Units are acquired and/or leased by the Board of Managers or with the respect to whether a Residential Unit Owner may be deemed a resident of New York City due to ownership of a Residential Unit. We therefore strongly advise each person contemplating the purchase of a Residential Unit to consult this own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

THESE OPINIONS ARE NOT A GUARANTEE; THEY ARE BASED ON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCES CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASE THESE OPINIONS 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 WHICH CAUSE THE CONDOMINIUM TO CEASE TO MEET THE REQUIREMENTS OF SECTION 528 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED, OR REAL PROPERTY LAW SECTION 339(i) AND UNIT OWNERS NOT TO BE ENTITLED TO INCOME TAX DEDUCTIONS (OR WHICH CAUSE UNIT OWNERS NOT TO BE OR TO CEASE TO BE ENTITLED TO THE BENEFITS OR THE LEVEL OR DURATION OF BENEFITS DESCRIBED ABOVE).

We consent to the filing of this opinion as an exhibit to the Plan and to the Plan and to the reference to our name under the caption "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" in the Plan.

Very truly yours,

/s/ Dale Roberta Weber, Esq.

RESERVE FUND

Within thirty (30) days after the First closing, the Sponsor will establish and transfer to the Board of Managers a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of the Buildings which shall not be subject to reduction for closing apportionment. Such funds shall be in an amount equal to (i) three (3%) percent of the total price (the sum of the cost of all Residential Units offered at the last price offered to tenants in occupancy prior to the effective date of this plan or (ii) (a) three (3%) percent of the actual sales price of all Residential Units sold at the time this Plan is declared effective, but not less than one (1%) percent of the total price, plus (b) supplemental contributions at the rate of three (3%) percent of the actual sales price of Residential Units sold to bona fide purchasers after the effective date and within five (5) years after the First Closing, provided, however, that if the total contributions made to the fund within five (5) years and thirty (30) days after the First Closings are less than three (3%) percent of the total price, the Sponsor will pay the deficiency. Supplemental contributions shall be paid within thirty (30) days of each sale.

Notwithstanding the foregoing, the Sponsor is entitled to a credit against the mandatory initial contribution to the fund equal to the lesser of the actual cost of any such capital replacements begun after this Plan was submitted for filing to the Department of Law and before this Plan is declared effective or one (1%) percent of the total price. The Plan will be amended to disclose the nature and cost of such replacements, if any are made.

The foregoing commitment of the Sponsor is being made pursuant to Title YYYY of Chapter fifty-one of the Administrative Code of the City of New York, (the "Code), a copy of which is reprinted in Part II of the Plan.

Section YYYY 51-5.0 of the Code requires the Sponsor, not later than the 30th day following the acceptance of this Plan for filing and until the First Closing, to post and maintain in a prominent place, accessible to all tenants in the Building, a listing of all violations of record against the Building as determined by the Department of Buildings and the Department of Housing Preservation and Development. All newly issued violations must be posted within 48 hours after their issuance and maintained as described above. This section permits the Sponsor to satisfy its requirements by designating an agent on the premises with whom such listing shall be made available for inspections by the tenants. For this purpose the Sponsor hereby designates the superintendent.

Title YYYY also provides for civil and criminal penalties for its violation and further provides that any waiver of its provisions is void as against public policy.

No representation is made with respect to the adequacy of this fund to meet the cost of capital repairs, replacements or improvements, if any, which may be required as a result of conditions described in the section of the Plan entitle "Description of Property and Building Condition" in Part II of the Plan. If additional funds are required over and above the reserve fund to finance needed capital expenditures such as renewal or replacement of building components or to remedy major building defects, it may be necessary to increase the common charges payable by the Unit Owners or to collect a special assessment from each Unit Owner.

WORKING CAPITAL FUND

Working Capital Fund

Concurrently with the First Closing, Sponsor will contribute the sum equal to $250 per Unsold Unit (the "Working Capital Fund") to the Board of Managers for its working capital. The working Capital Fund will be increased or decreased (as the case may be), depending upon whether the closing adjustments referred to below result in a net credit in favor of the Condominium or Sponsor, respectively.

AT THE CLOSING OF TITLE TO EACH UNIT, THE PURCHASER OF THE UNIT WILL BE REQUIRED TO REIMBURSE THE SPONSOR FOR THE SUM CONTRIBUTED BY THE SPONSOR TO THE WORKING CAPITAL FUND WITH RESPECT TO THE UNIT BEING PURCHASED.

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as determined by the Board of Managers in its sole discretion.

No representation is made that the Working Capital Fund will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges or to collect a special assessment from each Unit Owner.

THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION AS SET FORTH IN THIS PLAN, WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR OR THE SELLING AGENT TO MAKE ANY REPAIRS OR IMPROVEMENTS EXCEPT AS SET FORTH IN THE PLAN. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.

So long as the Sponsor controls the Board of Managers, the Reserve Fund and the Working Capital Fund shall not be used to reduce projected Common Charges.

Closing Adjustments

Immediately prior to the First Closing, Sponsor shall apportion the following items with the Board of Managers as of the day immediately preceding such closing:

a. rents for common elements, if any, as and when collected;

b. employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Building;

c. fees for assignable permits and licenses, if any;

d. cost of fuel;

e. charges for electricity and gas for the Common Elements;

f. payments under service and maintenance contract and concession agreements;

g. water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

h. cost of supplies on hand at Sponsor's cost; and

i. premiums for transferable insurance policies.

If the result of the closing adjustments is a net credit in favor of the Condominium, the amount of Sponsor's contribution to the Working Capital Fund will be increased by the amount of such net credit. If, however, the result of the closing adjustments is a net credit in favor of Sponsor, the amount of Sponsor's contribution to the Working Capital Fund will be decreased by the amount of such net credit. If such net credit exceeds the total amount of the Working Capital Fund, the total amount of such Fund will be paid to Sponsor by the Board of Managers, without interest, in twelve equal consecutive monthly installments pursuant to the terms of twelve negotiable serial promissory notes to be executed by the Board of Managers at the First Closing. The first of these serial promissory notes will mature one month after the date upon which the First Closing takes place, and the balance will mature one a month thereafter. Each serial promissory note will contain a provision allowing Sponsor to accelerate the note's maturity date in the event of a default under any other serial promissory note. The Board of Managers will be entitled to prepay each serial promissory note in full only, at any time and without penalty.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASE

Management Agreement

It is presently contemplated that, prior to the First Closing, the Board of Managers will enter into a management agreement with the Sponsor, having an office at 42-08 Bell Boulevard, Bayside, New York 11361 for an initial term of two years subject to the right of either party to cancel same, with or without cause, at any time upon at least thirty days prior written notice.

The Managing Agent will receive a stated annual fee of $-0- for each of the first two years, payable in equal monthly installments. However, the Managing Agent will be entitled to additional fees for certain special services performed by it. All such fees will be paid by the Board of Managers and will be charged to all Unit Owners as a Common Expense.

All dwelling Units occupied by non-purchasing tenants will be managed by the same managing agent who manages all other Units in the Condominium, and the owner of Unsold Units occupied by non-purchasing tenants shall be deemed to have irrevocably appointed the Managing Agent to do so. The Managing Agent will provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The management agreement to be

executed by the Board of Managers will provide that the fee payable thereunder for management costs in respect of such Units, including but not limited to collection of rent and payment of Common Charges, shall not exceed $500 per apartment per year. This fee includes the cost of providing all such management services and facilities. The Board of Managers will provide all services required by law to the non-purchasing tenant on behalf of the owner of Unsold Units. Any services provided to such tenant over and above what a Unit Owner is entitled to receive from the Board of Managers and approved by the owner of the Unsold Unit, which approval shall not be unreasonably withheld, will be billed by the Managing Agent at the actual cost of providing such services to the owner of the Unsold Unit. So long as there are any Unsold Units which are occupied by non-purchasing tenants (as defined by the General Business Law) every subsequent management agreement must contain a similar provision. If the Board of Managers elects not to employ a managing agent, no separate charge may be made by the Board of Managers for managing Units occupied by non-purchasing tenants.

The duties and services to be rendered by the Managing Agent include, among others:

a) billing and collecting Common Charges:

b) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Board of Managers, except that the approval of the Board of Managers is necessary for any expenditure of over $2,500.00 for any one item of ordinary repairs or alterations (other than emergency repairs);

c) contracting for necessary services for the Common Elements (such as utility, exterminator, elevator and fuel oil services), but no contract shall be for a term longer than two (2) years or shall require annual payments in excess of $2,500.00 unless authorized by the Board of Managers;

d) purchasing all supplies necessary to properly maintain and operate the Common Elements;

e) checking all bills received in connection with the operation of the Common Elements and causing all such bills and other expenses to be paid;

f) supervising, hiring and discharging employees, which duty may be delegated by the Managing Agent to one or more persons in its general employ;

g) rendering monthly statements of receipt and disbursements to the Board of Managers;

h) maintaining payroll records and filing withholding tax statements for employees;

i) maintaining accurate sets of books for the Condominium (other than books of account to be maintained by the Condominium's accountants) and orderly files of rent records, insurance policies, leases, receipted bills, and the like;

j) preparing and submitting to the Board of Managers, on an annual basis, operating budgets setting forth the anticipated income and expenses for the ensuing year; and

k) sending notices, preparing agendas and attending meetings of the Board of Managers and Unit Owners.

All disbursements incurred by the Managing Agent in performance of its duties will be reimbursed by the Board of Managers and charged to the Unit Owners as a Common Expense. In addition, the Board of Managers will indemnify the Managing Agent against any claims or liabilities in connection with acts properly preformed by it pursuant to the instructions of the Board of Managers or for personal injury or property damage not resulting from the Managing Agent's gross negligence or willful failure to comply with its obligations under the management agreement.

The Managing Agent's contract is not assignable without the consent of the Board of Managers.

Other Agreements

Upon commencement of condominium operation, the Property will be subject to the then existing union employment agreement affecting the Building staff and maintenance and service agreements (see footnotes to Schedule B for details of the agreements in effect or proposed at the date of presentation of the Plan).

It is anticipated that the condominium will also be subject to a one year elevator service contract with New York Elevator, 519 Eighth Avenue, New York, New York 10018, at an estimated annual cost of $9,913 for one year commencing 12/01/05 and ending 11/30/06.

Sponsor has reserved the right, prior to the First closing, to modify, renew or replace the existing agreements or to enter into new agreements that will be binding on the Board of Managers provided Sponsor may not enter into any binding service, maintenance or concession agreement for longer than two (2) years, unless same contains a provision permitting the Board of Managers to cancel the agreement from and after the second anniversary of the First Closing, upon giving not less than ninety days prior written notice.

IDENTITY OF PARTIES

Sponsor and Managing Agent

Sponsor is five individuals, Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr. The Sponsor maintains offices at 42-08 Bell Boulevard, Bayside, New York 11361.

The Sponsor is also the managing agent. The principals of Sponsor have had many years of experience managing this building and comparable multi-family properties in the New York metropolitan area.

While neither the Sponsor nor its principals have been involved previously in an offering of condominium or cooperative interests, in reality the principals have been active in real estate development projects, such as multi-family apartment Buildings in the New York metropolitan area for many years.

Neither the Sponsor nor the principals of the Sponsor have had any prior felony convictions. In addition, neither the Sponsor nor the principals of the Sponsor have had any prior bankruptcies, convictions, injunctions or judgments against them or against entities of which the principals of the Sponsor were a principal, that may be material to the offering plan or to an offering of securities generally and that occurred within the fifteen years prior to the submission of the offering plan.

Sponsor's Counsel

The Sponsor is represented by the law firm of Dale R. Weber, Esq., 40-06 Warren Street, Elmhurst, New York 11373, in connection with the Plan and in connection with the transfer of each Unit. In addition, the Sponsor's counsel is the escrow agent for purchasers' down payments. The legal fee for preparation of the Plan and related documents shall be paid by the Sponsor, except as provided herein.

Prior to the closing and until the first meeting of the Unit Owners, members of the Sponsor will be the sole officers and managers of the Condominium. The interests of the Sponsor and the Condominium are not identical and they may, at times, conflict. In view of the foregoing, it is recommended that each purchaser consult with his or her own attorney prior to executing a Purchase Agreement.

Sponsor's Selling Agent

Sponsor's Selling Agent is Brigitte Greene Realty with offices located at 116-29 Metropolitan Avenue, Kew Gardens, New York 11418. Brigitte Greene Realty is a real estate brokerage firm with more than fifteen years of experience selling comparable real estate in the New York metropolitan area.

Neither the Selling Agent nor any principals of the Selling Agent has had any prior felony convictions. In addition, neither the Selling Agent nor any principals of the Selling Agent has had any prior convictions, injunctions or judgments against them or against principals of the Selling Agent that may be material to the offering plan or to an offering of securities generally and that occurred within the fifteen years prior to the submission of the offering plan.

Sponsor's Engineer/ Architect

The firm of Anthony C. Evangelista, P.E., licensed engineer, with offices at 4 Beverly Road, Massapequa, New York 11758, is the engineering firm that examined the physical condition of the Building and rendered the report contained in Part II of the plan. The firm of Anthony C. Evangelista, P.E. has had many years of experience examining comparable Buildings in the New York metropolitan area.

The firm of Anthony C. Evangelista, P.E., has no financial interest in the property, the Sponsor, or any other party interested in this transaction, except for its fee for services rendered in connection with the report.

SPONSOR'S PROFIT

Sponsor acquired title to the Property by deed dated April 21, 1981 and recorded in the Registrar's Office of Queens County on September 14, 1981 in Reel 1366 Page 1442. The Sponsor expects to make a profit on the conversion.

REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

1. A financial statement of the Condominium prepared by a Certified Public Account or Public Accountant by April 30th of every year; such statement shall be certified while the Sponsor is in control of the Board of Managers;
2. Prior notice of the annual Unit Owners' meeting; and
3. A copy of the proposed annual budget of the Condominium at least five (5) days prior to the date set for adoption thereof by the Board of Managers; while the Sponsor is in control of the Board of Managers such budget shall be certified in compliance with Section 20.4(d) of Part 20 of Title 13 NYCRR.

DOCUMENTS ON FILE

In accordance with § 352-e(9) if the GBL, copies of this Offering Plan and all documents referred to herein and all exhibits submitted to the Department of Law in connection with the filing of this Plan shall be available for inspection and copying by prospective purchasers and by any person who shall have purchased securities offered by this Plan or shall have participated in the offering of such securities at the office of Dale Weber, Esq., 40-06 Warren Street, Elmhurst,

New York 11373, and shall remain available for such inspection without charge and copying at a reasonable charge for a period of six years after the First Closing.

Sponsor shall deliver to the Board of Managers a copy of all documents filed with the Queens County Register's Office at the time of the closing of the first Unit.

GENERAL

The Plan does not knowingly omit any material fact or contain any untrue statement of any material fact.

There are no outstanding judgments nor are there any lawsuits, administrative proceedings or other proceedings now pending, the outcome of which may materially affect this Offering, the property, rights of existing tenants, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

In accordance with the law of the State and City of New York, the Sponsor represents that the Sponsor, and the Selling Agent will not discriminate against any person because of his sex, race. Creed, color, national origin, ancestry, age, disability or marital status in the sale or lease of any Unit.

As of the date of presentation of this Plan, neither Sponsor nor the Selling Agent nor any of their representatives or agents has raised funds or made any preliminary offering to or binding agreement with tenants, subtenants, or non-residents prospective purchasers with respect to the purchase of Units. Further, the Property has not been the subject of any prior cooperative or condominium offerings.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to revise the terms and conditions on which the Units offered hereby are to be sold, including changes affecting the rights, obligations and liabilities of Purchasers and Sponsor. All substantive or material revisions will be contained in a duly filed amendment to this Plan. If a material revision adversely affects the right, obligations or liabilities of then existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements within fifteen (15) days of the presentation date of the amendment and to receive a refund of their down payment (with interest, if any, earned thereon) within thirty (30) days after the presentation of the amendment. However, such rescission, as to Purchasers who first became tenants of the Building after the Plan was presented, shall be conditioned on the cancellation of any Interim Lease and surrender of possession of their Units.

No person has been authorized to make any representation that is not expressly contained herein. This Plan may not be changed or modified orally, and no notice need be given prior to the filing of an amendment to this Plan.

Sponsor represents herein that no contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the units offered in the plan and no deposits or

advances of funds accepted by or on behalf of Sponsor in connection with the reservation, sale or transfer of such units as of the date the plan is accepted for filing.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor consulted with Anthony C. Evangelista, P.E and commissioned a report on the physical condition of the Property from him. His report is set forth on the following pages, which report Sponsor adopts in full.

Sponsor further consulted with Testing Mechanics Corp., 3770 Merrick Road, Seaford, New York 11783 to commission an asbestos report. The report is set forth on the following pages, which report Sponsor adopts in full.

Sponsor represents that Sponsor does not know of any material defects or need for major repairs to the Property except as set forth in the reports and as stated herein below.

Sponsor has been informed by Testing Mechanics Corp. that exposed friable asbestos containing materials (ACM) were identified in maintenance, custodial, and select common areas of the Building. No exposed friable ACM was detected in any of the residential units inspected. Sponsor shall follow the recommendations of Testing Mechanics Corp. to remove the exposed friable asbestos containing materials identified in maintenance, custodial, and select common areas of the Building disclosed in the asbestos report. If the exposed friable asbestos containing materials are not removed prior to closing of the first Unit, the sponsor shall place in escrow an amount determined by a professional engineer or architect to be sufficient to pay for the work required.

The number of residential units currently at the Building do not conform to the number of residential units that are stated on the Certificate of Occupancy. The Certificate of Occupancy states that the number of residential units is seventy-nine (79). However, the actual number of residential units currently at the Building is eighty-one (81) (of which one [1] residential unit is occupied by the superintendent). The Sponsor represents that prior to or at closing of the First Unit, the Certificate of Occupancy will be revised to conform to the actual use at the Building or Sponsor will place in escrow an amount determined by a professional engineer or architect to be sufficient to obtain said revised Certificate of Occupancy after closing.

Sponsor has been informed by Sponsor's engineer that the elevator controllers may need replacement. Accordingly, prior to or within a reasonable period of time after the first Unit closing, Sponsor shall cause the elevator controllers to be replaced at an estimated cost of $100,000.00. If applicable, a credit for the cost of this capital improvement shall be deducted from the reserve fund to be provided to the Condominium at closing pursuant to Title YYY of Chapter fifty-one of the Administrative Code of the City of New York.

Additionally, Sponsor shall cause the storm drain in the garage to be cleaned, replace/modify the laundry room windows to include the dryer venting, repair the masonry defects in the brick retaining wall in the center courtyard, repair the public bathrooms in the laundry rooms, and repair the yard and courtyards. In the event these repairs are not made prior to the

closing of the first Unit, the sponsor will place in escrow an amount determined by a professional engineer or architect to be sufficient to pay for the cost of said repairs.

Purchasers should note, however, that there are screen enclosures on some of the balconies that appear to be tenant installed and not to be structurally sound. It is estimated by sponsor's engineer that the cost to correct the situation by removing the screens would be $10,000. The sponsor will not be removing the balcony screens nor paying for the cost to remove said screens. Consequently, the balcony screens will be the responsibility of the purchaser or the Condominium, as the case may be, to remove.

Other than the items as discussed herein, the Common Elements are offered in "as is" condition as of the date of closing of the first Unit, subject to (a) Sponsor's obligation to maintain the Property until the closing in substantially the same condition and manner as on the date of presentation, (b) reasonable wear and tear, and (c) Sponsor's obligation to maintain the property in accordance with the requirements of law and to cause violations of record to be cured. Each Unit is also offered in "as in" condition as of the date of the Purchase Agreement, subject to (a) Sponsor's obligation to maintain the Unit until the closing in substantially the same condition as on the date of execution of the Purchase Agreement, (b) reasonable wear and tear, and (c) Sponsor's obligation to maintain the Unit in accordance with the requirements of law and to cause violations of record to be cured.

Sponsor will maintain the Common Elements in accordance with the requirements of law and prior to the closing of the first Unit or within a reasonable time thereafter, Sponsor will cause to be cured all violations of record as of the closing date of the first Unit. Sponsor will maintain each Unit in accordance with the requirements of law and prior to the closing of each Unit or within a specified reasonable period of time thereafter, Sponsor will cause to be cured all violations of record as of the closing date of each Unit (except violations caused by acts or omissions of tenants in the Building in their own Units). Prior to the closing of the first Unit, the Sponsor will eliminate all dangerous or hazardous conditions including but not limited to "C" violations as defined in the New York City Administrative Code, of which Sponsor has reasonable advance notice and will comply with all work orders from mortgagees and insurers. If other violations are to be cured within a reasonable time after the closing of the first Unit, Sponsor will place in escrow an amount determined by a professional engineer or architect to be sufficient to cure the violations.

At the date of this Offering Plan, there is no litigation 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.

The property was not the subject of any prior cooperative or condominium offerings.

In accordance with 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, color, national origin, ancestry, disability or marital status in the sale of Units under this Plan.

As of the date of presentation of this plan, neither Sponsor nor the selling agent nor any of their representatives or agents has raised funds or made any preliminary offering to or binding agreement with tenants, subtenants, or non-resident prospective purchasers with respect to the purchase of Units.

This Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of a material fact relating to this offering. Any information or representation made, not contained in this Plan, must not be relied upon. This Plan may not be modified orally.

The Plan may be amended at any time and from time to time provided that, if the amendment is a material or substantial modification of the Plan which materially adversely affects purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of a duly filed amendment is mailed or otherwise delivered to them by written notice to the Sponsor to cancel his Purchase Agreement and to obtain a refund in full of the down payment made. However, such rescission as to Purchasers who first became tenants of the Building after the plan was presented, shall be conditioned on the cancellation of any Interim Lease and surrender of possession of their Units.

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OFFERING PLAN

KISSENA GARDENS CONDOMINIUM

43-43 KISSENA BOULEVARD
FLUSHING, NEW YORK

PART II

SCHEDULE C

PURCHASE AGREEMENT UNIT NO. _____

KISSENA GARDENS CONDOMINIUM
43-43 Kissena Boulevard
Flushing, New York
(to be executed in quadruplicate)

AGREEMENT made as of the _____ day of _____, 200____, between Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr. ("Sponsor-Sponsor") with offices c/o Joel P. Berger, 42-08 Bell Boulevard, Bayside, New York 11361 and _____ having an address at _____ ("Purchaser").

W I T N E S S E T H:

1. The Offering Plan. Purchaser acknowledges having received and read a copy of the Offering Plan for Condominium Ownership of the premises located at 43-43 Kissena Boulevard, Flushing, New York, and all amendments thereto filed with the Department of Law of the State of New York (hereinafter collectively referred to as the "Plan") within the 72-hour period immediately preceding the execution of this Agreement by Purchaser. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern.

2. Inspection. Purchaser has been given an opportunity to examine the Building (the "Building").

3. Definitions. Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise required.

4. The Unit. Sponsor agrees to sell and convey and Purchaser agrees to purchase the Unit ("Unit") designated at Unit No. _____, together with a _____% undivided interest in the Common Elements appurtenant thereto, together with and subject to the easements, covenants, rights and benefits set forth in the Declaration and By-Laws, and upon and subject to the terms and conditions set forth herein.

5. Purchase Price.

5.1 The purchase price ("Purchase Price") is $_____, payable as follows:

(a) $_____, constituting a down payment in the amount of ten (10%) percent of the Purchase Price (or any lower amount acceptable to Sponsor but not less than $1,000) on the signing of this Agreement by check (subject to collection), receipt of which is hereby acknowledged; and

(b) $_____, constituting the balance of the Purchase Price, in cash or good certified check of Purchaser or official bank check, on the delivery of the deed as hereinafter provided (subject to the provisions of subsection 5.3 hereof).*

5.2 All checks shall be drawn on a New York bank or trust company that is a member of New York Clearing House System. All checks in payment of the portion of the Purchase Price referred to in subsection 5.1(a) hereof shall be made payable to the direct order of "Dale Weber Attorney Trust Account" and all checks in payment of the portion of the Purchase Price referred to in subsection 5.1(b) hereof shall be made payable to the direct order of the Sponsor, or to another person or entity as Sponsor shall designate or direct upon three days notice.

*5.3 This Agreement shall be conditioned upon the issuance to Purchaser of a commitment by a bank, trust company, insurance company, Federal savings and loan association, pension fund or other institutional lender (hereinafter called the "Bank") for a mortgage loan covering the Unit, in the amount of $_____. The terms of such mortgage shall be as set forth in such commitment of the Bank.

Within seven days of the date of this Purchase Agreement, Purchaser will submit to a Bank an application for a mortgage loan commitment. Purchaser agrees to supply the Bank with all information required by it. If within forty-five (45) days after the execution of this Purchase Agreement, Purchaser is unable to obtain a commitment from the Bank, Purchaser must notify Sponsor of same within ten (10) days. Thereupon, either Sponsor or Purchaser may elect to cancel this Purchase Agreement within fifteen (15) days after notification that such financing will not be furnished without any further liability by either party to the other, except that all payments theretofore made shall be returned to Purchaser. Notwithstanding anything to the contrary contained herein, Sponsor shall have no obligation either to secure a mortgage loan for Purchaser from any lending institution or to take back a purchase money mortgage from Purchaser.

Purchaser's failure to provide information to the Bank promptly upon request therefore or to accept a commitment issued to Purchaser by the Bank on the terms set forth herein shall constitute an event of default for which Sponsor shall have the right to cancel this Agreement as provided in paragraph 14 hereof.

5.4 Notwithstanding the fact that a Purchaser may have executed a Purchase Agreement without any mortgage contingency provisions (i.e. "all cash"), any portion of the purchase price may be paid at closing with the proceeds of a loan from a bank, trust company or other lending institution, provided Sponsor shall have been furnished with a copy of a written mortgage loan commitment accepted by Purchaser from such bank, trust company or other lending institution for such portion of the Purchase Price as is being borrowed, at least ten (10) days prior to said closing. Nothing herein contained, however, shall be construed in any way as creating a

mortgage contingency nor making any Purchase Agreement "subject to" a mortgage, where said Purchase Agreement was not originally subject to Purchaser's ability to obtain a mortgage.

6. Closing. The closing of title shall take place on not less than thirty (30) days written notice to Purchaser at such place as Sponsor may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Sponsor. Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Sponsor agree on an earlier Closing Date). The closing of title may be adjourned to such alternate date as the parties may agree upon in writing, or otherwise as set forth in the following paragraph, and such adjourned date shall then be deemed the Closing Date hereunder. Purchaser shall be entitled to one reasonable adjournment of up to fifteen (15) days on five (5) days written notice by Purchaser to Sponsor.

If a Purchaser requests and Sponsor agrees to grant an adjournment of the closing date in excess of fifteen (15) days, Sponsor shall have the option to (i) collect an additional five 5%) percent of the purchase price as an additional down payment, (ii) charge Purchaser a per diem amount calculated at the rate of fourteen (14)% percent per annum of the purchase price computed from the original closing date to the actual date of closing, and (iii) make "time of the essence" with respect to the adjourned closing date (which shall in no event exceed thirty (30) days from the originally scheduled closing date). If the Sponsor does make "time of the essence" for any such adjourned closing date and if Purchaser subsequently defaults under the Purchase Agreement and fails to cure the default in accordance with the Purchase Agreement, the Sponsor is not obligated to grant such Purchaser's request for another adjournment of the Closing Date, and may terminate the Purchase Agreement, and Sponsor shall be entitled to retain the full down payment with interest, if any, as liquidated damages under the Purchase Agreement.

Additionally, if a Purchaser fails for any reason (other than the Sponsor's inability to close title) to close title to his Unit on the originally scheduled closing Date and Sponsor elects to extend the Purchaser's time to close under the Purchaser's Purchase Agreement, then, as a result of the same, the closing apportionments to be made at the closing will be made as of midnight of the day preceding the originally scheduled Closing Date.

7. Delivery of the Deed and Power of Attorney to the Condominium Board

7.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor and Purchaser in form for recording.

7.2 At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor and substantially in the form set forth in Part II of the Plan.

7.3 The deed and power of attorney to the Condominium Board shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to the Sponsor's attorney) for recording in the Register's Office of the County of Queens. After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be sent to the Condominium Board.

8. Marketable Title. At the closing of title, Sponsor shall convey to Purchaser good and marketable title in fee simple, free and clear of all encumbrances other than those set forth in the Plan at pages _____ through _____. Any encumbrances to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered to the proper party together with the recording or filing fees, or (b) Fidelity National Title Insurance Company of New York through its agent, Inter-County Abstract Corp., will insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

9. Expenses of Closing and Closing Adjustments. Purchaser will pay the closing costs and expenses referred to in the section of the Plan (as same may be amended to date) entitled "Closing Costs and Adjustments", including the amount of any credit for mortgage recording tax and Sponsor's attorney fees as set forth in such section. Purchaser shall make the contribution to the working capital of the Condominium referred to in such section. Real estate taxes and common charges and any other expenses shall be adjusted between Sponsor and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Sponsor in excess of $500 will be paid by certified check or bank check.

Recording charges, fees and taxes as set forth in the Plan are based on the rates in effect on the date of the Plan and are subject to change without notice.

10. Sponsor's Right to Mortgage Tax Credit. Purchaser agrees that any mortgage tax credit received pursuant to Section 339-ee of the Real Property Law will inure to the benefit of the Sponsor.

11. Escrow Deposits. The Sponsor will hold all monies received directly or through its agents or employees hereunder in trust until the closing of title to a Unit. If no bond is posted, such funds will be held as trust funds pursuant to Sections 253-h and 352-e(2)(b) of the General Business Law, in a special account entitled "Dale Weber Attorney Trust Account" or similar name, in JPMorgan Chase Bank, _____, Jackson Heights, New York. The signature of Dale R. Weber, Esq., attorney for Sponsor, shall be required to withdraw such funds. The funds existing in the trust account will be payable to the Sponsor after the closing of title to the Unit covered by this Purchase Agreement. In the event of default by the Purchaser under this Purchase Agreement, which default continues for thirty (30) days after notice of such default from the Sponsor to the Purchaser, the down payment (to a maximum of ten [10%] percent plus the actual cost of any special work ordered) will be released to the Sponsor from such account as liquidated damages and, thereafter, neither party shall have any rights or obligations against or to the other.

In the event the Sponsor cannot convey title to the Unit, all monies advanced by the Purchaser hereunder shall be returned to the Purchaser with interest, if any. The Sponsor will not

record the Declaration until it has purchase agreements for at least fifteen (15%) percent in number of all the Units. If the Sponsor does not record the Declaration and abandons the Offering Plan, all monies advanced by the purchaser will be returned promptly thereafter with interest, if any.

12. Binding Effect of Declaration, By-Laws and Rules and Regulations. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

13. Agreement Subject to Mortgage. No encumbrances shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse the Purchaser from completing payment of the Purchase Price or performing all of his other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinate to the Declaration and the Unit is released from the lien of such mortgage.

14. Default by Purchaser. The time for the payment of the balance of the Purchase Price and the performance of the Purchaser's other obligations hereunder is of the essence of this Agreement. If Purchaser fails to make such payment when required as herein provided or fails to perform any of Purchaser's other obligations hereunder, Sponsor may give notice to Purchaser of Sponsor's intention to cancel this Agreement if such default shall not be cured within ten (10) days thereafter. If Purchaser fails to cure such default within said 10-day period, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser or bring an action against Purchaser for damages or specific performance. If Sponsor elects to cancel this Agreement, Sponsor may withdraw from the trust account mentioned in paragraph 11, and shall retain as and for liquidated damages, the down payment paid by Purchaser (plus the cost of any special work ordered by Purchaser, if any) but not greater than ten (10%) percent of the purchase price together with interest, if any, earned thereon; all remaining sums deposited by Purchaser hereunder shall be returned to Purchaser and all rights, obligations and liabilities of both parties under this Agreement and the Plan shall wholly cease and terminate. If this Agreement is so cancelled, Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale). The remedies provided herein shall be cumulative and not exclusive of any other remedy.

15. Agreement Subject to Plan Becoming Effective; Sponsor's Right to Cancel. This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be

abandoned by Sponsor at any time prior to its being declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective, the Purchase Agreement shall be deemed cancelled. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth herein or in the Plan for any reason other than Purchaser's default, then, at Purchaser's option upon ten (10) days prior written notice, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this paragraph, then not later than sixty (60) days thereafter, Purchaser shall receive a refund in full of all monies paid by Purchaser hereunder, with the interest earned thereon, if any, and upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations hereunder.

16. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever to cure such inability, and in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser shall have the option to (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited hereunder, and upon making such payment, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing option must be exercised by notice of Purchaser in writing to Sponsor within ten (10) days after the giving of Sponsor's notice of refusal to cure such inability. If Purchaser fails to give any notice to Sponsor, it shall be conclusively deemed that Purchaser elects the second option above to terminate this Agreement.

17. Personal Property Included in Sale; Excluded Items. At closing, the Unit will contain only those appliances, countertops, cabinets, sinks, vanities, hardware and other fixtures and equipment currently installed therein that are owned by Sponsor. The Unit is being sold unfurnished. Any appliances, furnishings, fixtures, equipment, and other personal property owned by any tenant of the Unit are not included in this sale. In addition, furniture, wall coverings, furnishings, decorations and the like in or about any model apartment are for display purposes only and are not included in the sale. Any floor plans or sketches shown to Purchaser are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon. There will be no modifications or extras unless agreed to in writing by the parties. All modifications, alterations and additions to the Unit must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Purchase Agreement or in a separate agreement).

18. Acceptance of Condition of Unit; Risk of Loss.

(i) Purchaser represents to Sponsor that he has examined the Unit and agrees that his execution of the Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other

personal property contained therein, "as is" and in their condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date.

(ii) Risk of loss for fire or other casualty remains with Sponsor until the earlier of the following events:

a. Legal title to the Unit has been conveyed to the Purchaser; or

b. The Purchaser has taken actual possession of the Unit pursuant to a written agreement with Sponsor.

19. Possession of Unit Prior to Closing. Unless Purchaser now occupies the Unit, it is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Sponsor shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Sponsor, and if the Sponsor so elects, the Sponsor may cancel this Agreement and the amount deposited hereunder shall belong to the Sponsor as liquidated damages deemed earned hereunder. It is further understood and agreed that the Sponsor will not be responsible for damage or loss to any property, before, on or after the closing of title herein.

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

21. Sale Subject to Existing Tenancy. The following provisions are applicable only if, at the time of signing this Purchase Agreement, the Unit is occupied by, or under lease to, one other than Purchaser:

A. Purchaser is purchasing the Unit subject to the rights of the existing tenants or occupants:

(1) if the Unit is a Residential Unit, the tenants and their rights are protected by the rent laws. Consequently, a Purchaser of a Residential Unit of which he is not in possession

will obtain title to the Residential Unit subject to (a) the lease for the Unit then in effect (and any renewal of the terms thereof effected after the date of presentation of this plan but prior to the date on which the executed Purchase Agreement is delivered to Sponsor), (b) any existing occupancy of the Residential Unit, (c) the right of any existing tenant (who has not purchased the Residential Unit) to remain in possession of the Residential Unit in accordance with the rent laws, including his right to a renewal lease, (d) all other rights of any existing tenant under the rent laws.

(2) if the Unit is a Professional or Garage Unit, the Unit is sold subject to the rights of the tenant under the existing lease thereof.

Purchaser acknowledges that no representation or statement has been made (and if made, Purchaser knows same are unauthorized and has not relied thereon) as to the length of time that may elapse before Purchaser gains possession of the Unit or that Purchaser, if fact, will obtain possession of the Unit.

B. If after signing this Purchase Agreement the existing residential tenant or occupant timely exercises such tenant's exclusive right to purchase the Unit during the period granted under the plan or at such later date as may be permitted under applicable law (or an administrative or judicial interpretation thereof), then this Purchase Agreement shall be deemed cancelled and, within thirty days thereafter, all monies deposited hereunder shall be returned to Purchaser, with interest earned thereon, if any. Upon such refund being made, Purchaser, Sponsor, Selling Agent and all other persons involved in the plan shall be released and discharged of all liabilities and obligations hereunder and under the plan.

C. Purchaser shall, at closing, deposit with the Managing Agent the sum required of Purchasers of occupied Residential Units as set forth in the plan in the section entitled "Obligations of Owners of Units Occupied by Non-Purchasing Tenants".

22. Broker. Purchaser represents to Sponsor that _____ _____ is the only broker or sales agent with whom the Purchaser has dealt in connection with this transaction and Sponsor agrees to pay the commission earned by said broker, if any, pursuant to separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the aforenamed broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold free and harmless Sponsor from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the delivery of the deed.

23. Agreement May Not Be Assigned. Purchaser shall not have the right to assign this Agreement without the prior written consent of Sponsor.

24. Binding Effect. This Agreement shall not be binding on Purchaser or Sponsor until a fully executed copy hereof has been furnished to Purchaser. If this Agreement is not accepted within thirty (30) days from the date hereof by the furnishing to Purchaser of a fully executed copy, this Agreement shall be deemed to have been rejected and cancelled and the deposit paid on execution hereof, with interest accrued thereon, if any, shall be returned promptly to Purchaser.

25. Notices. Any notices, request or other communication hereunder or under the Plan shall be in writing and sent, postage prepaid, by registered or certified mail, to Purchaser at the address given at the beginning of this Agreement, with a copy to Purchaser's Attorney and to Sponsor, c/o Dale R. Weber, Esq., 40-06 Warren Street, Elmhurst, New York 11373, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise provided herein, the date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to b the date of giving of any notice of change of address.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if more than one person is purchasing, in which case their obligations shall be joint and several.

27. Limitation of Sponsor's Liability. The Sponsor's liability under this Agreement for failure to complete and/or deliver title for any reason whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Sponsor shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the Unit marketable or to cure any objection to title.

28. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provisions to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein provided, shall be valid and enforced to the fullest extent permitted by law.

30. Strict Compliance. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

31. Governing Law. The provisions of this Agreement shall be governed by the laws of the State of New York.

32. Waiver of Jury. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

33. Entire Agreement. This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them.

34. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein", "hereof" and "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references to Articles, Sections or other provisions are references to Articles, Sections or other provisions in this Agreement.

35. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

36. Successors and Assigns. Subject to the provisions of Paragraph ___ hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors or permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

37. No Oral Changes. This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY ALL PARTIES.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

SPONSOR:

_____
Robert Eisenoff

_____
Harry Eisenoff

_____
Joel P. Berger

_____
John M. Downing

_____
John M. Downing, Jr.

PURCHASER:

_____

_____

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ - - - - - - - ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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SCHEDULE D

PURCHASER'S AFFIDAVIT OF INTENTION TO RESIDE
(to be executed by non-tenant purchasers of Residential Units)

The undersigned, being duly sworn, deposes and says:

1. I am the purchaser of Unit _____.
2. I will/will not personally occupy the Unit as my residence.
3. If I do not intend to personally occupy the Unit, I represent that I intend that the Unit will be occupied by the following member(s) of my immediate family: _____
4. I have/have not represented with respect to other cooperative or condominium offerings that I or a member of my immediate family intends to occupy an apartment or Unit. (If yes, list the addresses of the properties to which such subscription or purchase agreements pertain: _____ _____.

Purchaser:

_____

_____

Sworn to before me
This ____ day of _____, 200____

_____
Notary Public

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SCHEDULE E

POWER OF ATTORNEY

All terms used in this Unit Owner's Power of Attorney that are (a) in the Declaration establishing a plan for condominium ownership of the premises known as KISSENA GARDENS CONDOMINIUM and by the street number 43-43 Kissena Boulevard, Flushing, New York dated _____, 200____, and recorded in Queens County office of the Clerk on _____, 200____, in Reel _____ at page _____ (hereinafter referred to as the "Declaration") or (b) in the By-Laws of the Condominium (hereinafter referred to as the "By-Laws) attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or By-Laws.

The undersigned _____ residing at _____ is owner of Unit No. _____ (hereinafter referred to as the "Undersigned's Unit) at KISSENA GARDENS CONDOMINIUM, said Unit being designated and described as Unit No. _____, in the Declaration and also designated as Tax Lot _____, respectively, in Block _____ of Section _____ on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, (does)(do) hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), in accordance with the Unit Owner's respective Common Interest, on behalf of all Unit Owners and subject to the provisions of the By-Laws then in effect:

(1) (a) to acquire or lease any Unit, together with its Appurtenant Interest, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, (b) to acquire any Unit, together with its Appurtenant Interest, whose owner elects to surrender the same pursuant to the terms of the By-Laws, (c) to acquire any Unit, together with its Appurtenant Interest, that becomes the subject of a foreclosure or other similar sale, and (d) to acquire any Unit(s) together with its (their) Appurtenant Interest, for the use and occupancy of the superintendent or otherwise, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) or (d) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter appurtenant to) any such Unit(s) so acquired by them, or to sublease any Unit(s) so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; and

(2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium Unit that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Building, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) an agreement consent, covenant, restriction, easement or

declaration, or any amendment thereto, affecting the Condominium that the Condominium Board deems necessary and proper.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of the said attorneys-in-fact.

The undersigned (does)(do) hereby irrevocably nominate, constitute and appoint Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr. (hereinafter referred to as the "Sponsor") as attorney-in-fact for the undersigned, coupled with all interest, with power of substitution, to amend from time to time said Declaration, By-Laws and Rules and Regulations of said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the Declaration or (2) shall be required by (a) an institutional lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Units, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a physical modification of the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the Undersigned's Unit unless the Undersigned (in the event described in subdivision (i) or (ii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor shall cease to own any of the Units in KISSENA GARDENS CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned (has)(have) executed this Unit Owner's Power of Attorney as of the _____ day of _____, 200_____.

_____

_____

[ACKNOWLEDGEMENTS]

SCHEDULE F

DEED

THIS INDENTURE made this _____ day of _____, 200____, between Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr. with a principal place of business at 42-08 Bell Boulevard, Bayside, New York 11361, party of the first part and _____ _____, residing at _____, _____ party of the second part.

WITNESSETH:

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 forever.

The Unit _____ (hereinafter referred to as the "Unit") in the Building (hereinafter referred to as "Building") known as KISSENA GARDENS CONDOMINIUM and by the street number 43-43 Kissena Boulevard, Flushing, New York, said Unit being designated and described as Unit No. _____ in that certain Declaration dated _____, made by _____ pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and made by this reference a part hereof), which Declaration was recorded in the Office of the Register of the County of Queens, on _____, in Reel _____, page _____, which Declaration, and any amendments thereto are hereinafter collectively referred to as the "Declaration". This Unit is also designated as Tax Lot _____, in Block _____ of Section _____ of the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by _____, 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 Office of the Register of the County of Queens on _____, as Condominium Plan No. _____.

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration).

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, rules, regulations and easement all as set forth in the Condominium Declaration filed and recorded as aforesaid.

SUBJECT TO: the provisions of the Declaration, By-Laws, site plan and floor plan of the Condominium recorded or filed simultaneously with and as part of the Declaration as the same may be amended from time to time by instruments recorded or filed with the Office of the Clerk of the County of Queens, which provisions, together with any amendments thereto shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited at length herein.

TO HAVE AND TO HOLD the premises herein granted upon the party of the second part, the heirs or successors 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, 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 to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

The use for which the Residential Unit is intended is that of a residential dwelling, (the use for which the Professional Unit is intended is that of a doctor's office, the use for which the Garage Unit is intended is that for parking of passenger cars), subject to the applicable governmental regulations and restrictions contained in the Declaration.

This conveyance is made in the regular course of business actually conducted by the party of the first part.

The word "party" shall be construed as it if 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.

[ACKNOWLEDGMENTS]

EXHIBIT A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Third Ward, Borough and County of Queens, City and State of New York, shown and designated as and by the plot lettered "A" on a certain map entitled, "Map of Property of Paul Roth, Flushing, Long Island, Third Ward, Borough of Queens, Surveyed March 24, 1925, Jerome S. Wallace, C.S.", and filed in the Office of the County Clerk, now City Register, in Queens County on July 23, 1925, as Map Number 4708 and which plot is more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of Kissena Boulevard (formerly known as Jamaica Avenue) with the Southerly side of Ash Avenue, as said streets are shown on the Final Topographical Map of the City of New York;

RUNNING THENCE Southerly, along the Easterly side of Kissena Boulevard 190.07 feet to the corner formed by the intersection of the Easterly side of Kissena Boulevard with the Northerly side of Beech Avenue as shown on the said Final Topographical Map of the City of New York;

THENCE Easterly, along the Northerly side of Beech Avenue, 150.39 feet;

THENCE Northerly, at right angles to the Northerly side of Beech Avenue, 190 feet to the Southerly side of Ash Avenue;

THENCE Westerly, along the Southerly side of Ash Avenue, 155.55 feet to the point or place of BEGINNING.

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ETF-3

ATTORNEY GENERAL
OF THE STATE OF NEW YORK
MODEL FORM
FOR ESCROW AGREEMENT

AGREEMENT made this _____ day of _____, 20_____, between Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jas sponsor of the offering plan and Dale Weber, Esq. as escrow agent.

WHEREAS, _____ is the sponsor of an offering plan to convert to cooperative/condominium ownership the premises located at _____ which premises are known as _____ ; and

WHEREAS, _____ is authorized to act as an escrow agent hereunder in accordance with General Business Law (?GBL?) Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers and subscribers, pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

Eff. 2/6/92

1 **ESTABLISHMENT OF THE ESCROW ACCOUNT**

1.1 SPONSOR AND ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened with _____ _____ at its branch located at _____. The depository bank address account number is _____.

1.2 The name of the account is _____ Escrow Account.

1.3 ESCROW AGENT is the sole signatory on the account.

1.4 The escrow account shall be an interest-bearing account as disclosed in the offering plan.

1.5 The escrow account is/is not an IOLA established pursuant to Judiciary Law § 497.

2. **DEPOSITS INTO THE ESCROW ACCOUNT**

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser or subscriber to the order of _____ _ as escrow agent for _____offering plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five business days following receipt of such

instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, ESCROW AGENT shall notify the purchaser of the deposit of such funds in the bank indicated in the offering plan, provide the account number, and disclose the initial interest rate. If the purchaser does not received notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the subscriber or purchaser.

3. **RELEASE OF FUNDS**

3.1 ESCROW AGENT shall not release the escrowed funds of a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall contained to hold the funds in escrow until otherwise directed in (a) a writing signed by both sponsor and purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent

juridscition or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

3.3 SPONSOR shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan or (b) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

3.4 If there is no written agreement between the parties to release the escrowed funds, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to SPONSOR unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and has so notified ESCROW AGENT in accordance with such provisions.

4 **RECORDKEEPING**

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven years after release of the funds.

4.2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners of members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners of members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon his request,

all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. **GENERAL OBLIGATIONS OF ESCROW AGENT**

5.1 ESCROW AGENT shall maintain the accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

6. **RESPONSIBILITIES OF SPONSOR**

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to ESCROW AGENT.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. **TERMINATION OF AGREEMENT**

7.1 This Agreement shall remain in effect unless and until it is cancelled, by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR 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; or

(c) All shares or units offered pursuant to the plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 above, ESCROW AGENT shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by ESCROW AGENT to the new escrow agent.

8. **SUCCESSORS AND ASSIGNS**

8.1 This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their successors and assigns.

9. **GOVERNING LAW**

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. **ESCROW AGENT'S COMPENSATION**

10.1 SPONSOR agrees that ESCROW AGENT's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to ESCROW AGENT, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

11. **SEVERABILITIY**

11.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other

circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. **ENTIRE AGREEMENT**

12.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as to the day and year first written above.

ESCROW AGENT

_____

By: _____
Print Name

SPONSOR

_____

By: _____
Print Name & Title

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ETF-1

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: _____
Address of Building or Name of Project

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name of Applicant _____

2. Address of Applicant _____

3. Name, Address, and Telephone Number of Applicant's Attorney (if any) _____

_____

4. This is an application for
   - [ ] return of downpayment.
   - [ ] forfeiture of downpayment.
   - [ ] other: _____

5. The project is
   - [ ] a conversion of occupied premises.
   - [ ] newly constructed or rehabilitated.
   - [ ] vacant (as is).

6. The project is structured as
   - [ ] a cooperative.
   - [ ] a condominium.
   - [ ] a homeowners association.
   - [ ] a timeshare.
   - [ ] other: _____

2/6/92

7. Name and Address of Sponsor: _____

_____

8. Name and Address of Escrow Agent: _____

_____

9. If downpayments are maintained in an escrow account:

(a) Name of account _____

(b) Name and address of bank _____

(c) Account number (if known) _____

(d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:

(a) Name and address of bond issuer or surety: _____

_____

(b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND). If not included, explain:

_____

_____

11. If downpayments have been secured by a letter of credit:

(a) Name and address of bank which issued the letter of credit: _____

_____

(b) Date of expiration of the letter of credit, if known:

_____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan

[ ] has been declared effective. Approximate date: _____
[ ] has not been declared effective.

(c) If effective, the plan

[ ] has closed or the first unit has closed. Approximate date: _____
[ ] has not closed.
[ ] don't know.

(d) Downpayments are secured by

[ ] escrow account.
[ ] bonds.
[ ] letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed: _____

(c) Date(s) of downpayment(s): _____

(d) Total amount of downpayment(s): _____

(e) Names and addresses of subscribers or purchasers affected by this application:

_____

_____

_____

_____

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

_____

_____

_____

15. I am contemporaneously sending a copy of this application to the following persons:

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

_____

2/6/92

ANTHONY C. EVANGELISTA, P.E.
LICENSED ENGINEER

4 Beverly Road, Massapequa, New York 11758
(516) 795-6498

REPORT OF THE

PHYSICAL CONDITIONS

AND INSPECTION AT

43-43 KISSENA BLOUEVARD

FLUSHING, NEW YORK

DATE OF INSPECTION

JULY 18, 2005

DATE OF REPORT

JUNE 28, 2006



ANTHONY C. EVANGELISTA. P.E.

LICENSE NO. 64945

REPORT ON THE PHYSICAL CONDITIONS AND INSPECTION AT 43-43 KISSENA BOULEVARD, FLUSHING, NEW YORK

PREFACE

The intent of this report is to fairly describe the condition of the building and improvements on the property as of the date of inspection with respect to those facts which could be ascertained from a visual inspection at that time. Observations were made of those areas open and accessible at the time of the inspection. Defects hidden behind construction or inaccessible and unobservable areas cannot be and are not the responsibility of the preparer. The scope of this report does not include estimates of costs of repairs which would be required to correct the defects brought to light in this report. This report is not to be construed as a guarantee or warranty. The intent of this report is to state and describe the condition of materials, finishes and equipment which comprises this complex, in accordance with the guidelines issued by the Office of the Attorney General of the State of New York.

LOCATION AND USE OF PROPERTY:

43-43 Kissena Boulevard is located on the east side of Kissena Boulevard between Ash Avenue and Beech Avenue. The building is situated on Block No. 5185, Lot No. 1, in the Borough of Queens. The building is registered with the New York City Department of Buildings, No. 417982. The building contains eighty-one (81) residential apartments and six (6) professional units. It also contains an enclosed garage with a capacity of thirty (30) vehicles as listed on the Certificate of Occupancy. The reserve fund of $ 708,125.00 is sufficient to pay for the major capital improvements or replacements, which are reasonably foreseeable within the next three-year period.

STATUS OF CONSTRUCTION:

The building was built in 1956. The building was built in a residential, non-fireproof zoning district. The building has a Certificate of Occupancy No. Q182822. There are alterations which were recorded in 1969. The alterations consisted of changes made to accommodate the doctor's office in Unit No. 114. The building predates Local Law 58 (Handicapped Access Law) and is not in compliance with it.

SITE:

The site has approximately .67 acres. There is only one building on the property. There are no streets owned or maintained on the property. This building is considered to be in very good condition. All areas observed appear to be well maintained, well kept and clean. The following is a more detailed description of the property and its deficiencies.

SIDEWALKS AND RAMPS:

The concrete sidewalk along the building's frontage (west side – Kissena Boulevard) is in fair to good condition. The curbing along Kissena Boulevard is steel-face concrete and is in good condition. The concrete sidewalk and curbing along the south side of the building (Beech Avenue) is in good condition. The sidewalk and curbing on the north side of the building (Ash Avenue) is also in good condition. There is one concrete ramp, which leads to the service entrance on the north side of the building; this ramp is in good condition. There is also timber ramp on the south side of the building that lead to the first floor corridor entrance. The driveway, which leads to the garage, is concrete and is also in good condition. A full-width drainage grating is at the bottom of the driveway and appears to be in working order.

Public catch basins are located on Beech Avenue at Kissena Boulevard and on Ash Avenue at Kissena Boulevard. Both appear to be working properly.

UTILITIES:

Gas service is by Consolidated Edison of New York. Gas is brought into all apartment kitchens for stoves. Gas service is individually metered for apartments and house metered for laundry rooms.

Electric service is by Consolidated Edison of New York and is individually metered for each apartment and an individual meter for house electric. All meters are in good condition.

Water Supply is provided by New York City main which enters the building on the south side. Water usage is metered and billed accordingly for the building.

Sanitary sewage is drained to a New York City sewer main.

Telephone service is by Verizon Telephone Company.

SUB-SOIL CONDITIONS:

There was nothing to visually indicate to me that there were any deficiencies in the load-bearing capacity of the soil. None of the load-bearing walls in the cellar showed any sign of shear or separation cracks. There was no evidence of ground water infiltration or moisture seepage from outside areas.

LANDSCAPING AND ENCLOSURES:

The building is pleasantly landscaped and contains a variety of trees and shrubs and garden areas on three sides of the building and within the center courtyard. For the most part, all garden and grass areas are enclosed by 1-1/2 foot high chain link border with and timber picket fence attached. These borders are in good condition. There is a brick retaining wall approximately 4 feet in height along the front of the center courtyard which is approximately 4 feet lower than the street grade. The wall is in poor condition and requires rebuilding.

BUILDING SIZE:

The building is approximately 78 feet high. There are 6 residential floors numbered 1 through 6 and the lower level "lobby" floor which contains the doctors' offices and service areas of the building. The building consists of similar north and south wings. There are two combined stair/elevator bulkheads on the roof and the roof parapet is approximately 4 feet high on all sides.

STRUCTURAL SYSTEM:

It has not been possible, by virtue of a visual inspection only, to determine the exact nature and detail of the original construction. However, it seems that the building's lobby level and foundation are made of poured concrete with exterior and interior bearing walls generally 12 inches to 16 inches thick brick. The stairway and elevator shafts are enclosed with approximately 8 inches thick brick. The stairway landings are reinforced concrete. Upper floors are supported on wood beams and joists, ceilings and walls are rocklath and plaster. The building appears to be in sound structural condition.

EXTERIOR OF BUILDING:

Local Law 10

Local Law 10 is inapplicable because this building does not exceed six stories above the lobby floor.

Walls

Exterior walls are made of veneer face brick. All are in very good condition and do not show need of repointing at this time.

Windows

All residential windows are aluminum frame and sash double hung units approximately 20 years old. The windows are considered to be in fair condition. None of the windows were observed to be leaking, have rotted sashes or frames, or loose glazing. The windowsills are precast concrete. The lintels appear to be steel and are in good condition.

PARAPETS AND COPINGS:

The parapets are made of brick, as they are a continuation of the exterior walls of the building. The interior side of the roof parapet has been repointed in many areas and is in good condition. Coping along the rear of the building (east side) is a ceramic lap-n-lock type and in good condition. Coping along the remaining perimeter is a pre-cast concrete on mortar bed and in good condition.

CHIMNEY AND CAPS:

There is one chimney extending approximately 15 feet above the roof surface. The chimney is brick and in good condition.

BALCONIES AND TERRACES:

Balconies exist for apartments on the 3rd, 4th, 5th, 6th, 10th, 11th, 12th and 14th lines, floors 2 through 6. Balconies are reinforced concrete and are in good structural condition. Surfaces are painted concrete. All balconies have painted steel railings anchored to masonry walls and concrete deck. Some balconies were observed to have screen enclosures that appear to be tenant made and not structurally sound. Doors from apartments to balconies are wood and wood frame with glass panels and are in fair condition.

EXTERIOR ENTRANCES:

Main Entrance

The main tenant entry is located on the west side of the building via the center courtyard. The vestibule doors are glass pane with aluminum frames. The vestibule contains a short flight of 4 terrazzo steps leading down to the inner-vestibule doors. Vestibule lighting is incandescent and considered adequate. To the south a small area of the vestibule or mailroom contains the tenant mailboxes. To the north is a metal door which leads to the superintendent's office. The tenant doorbells and directory is integral with intercom and

is located to the south of the vestibule doors. Vestibule walls are for the most part glass panel and flooring is terrazzo. The vestibule ceiling is painted plaster. The main entrance is in good condition.

Service Entrances

On the south side of the building (Beech Avenue), there are four exterior entrances. Three are accessed via a concrete stairwell 10 risers down from the street level. The first entrance accesses the lobby level corridor near the laundry room. This entrance door consists of an aluminum door and frame with reinforced glass pane with integral lock. The second accesses the trash compactor room and the third accesses the garage. These two entrances have hollow metal doors in metal frame with integral locks. A separate entrance to the first floor level is by a short flight of concrete stairs (4 risers) or timber ramp. This entrance door consists of an aluminum door and frame with reinforced glass pane with integral lock. The concrete stairs and walls are all in good condition. On the north side of the building (Ash Avenue) there are three exterior entrances. The first accesses the lobby level doctors' office. This door consists of a wooden door and frame with glass pane and integral lock. The second accesses the lobby level corridor near the laundry room. This entrance door consists of an aluminum door and frame with reinforced glass pane with integral lock. The third accesses the trash compactor room. And consists of a hollow metal doors in metal frames with integral locks. Also on the north side is the vehicle entrance to the garage. From the center courtyard, north side, access to the other lobby level doctors' office can also be obtained. Also from the center courtyard, south side, access to the boiler room is obtained via a steel mesh gate and hollow metal fireproof door, both with integral locks.

ROOF AND ROOF STRUCTURES:

The roof is accessed by either the north or south stair bulkheads. The roof is a flat roof and of a built-up type. The material consists of a rubberized rolled roofing membrane and is in very good condition. The roof has copper flashing along the parapets, which appears to be in good condition. It has not been possible to determine the type of insulation, if any, from a visual inspection of this type. Also protruding the roof surface is ductwork for kitchen, bathroom and hallway ventilation.

Drains

There are six drains located on the roof, three on each wing. The drains appear to be in working order.

Bulkheads

There are two combined stair/elevator bulkheads on the roof. Both are of similar construction and size. The bulkheads have masonry walls and rolled roofing over concrete slab roofs. The bulkheads have copper gutters and leaders, which appear to be in good condition. Both bulkheads have fireproof metal doors and wire reinforced glass windows in steel frames. Access to the elevator machine rooms is by steel stairs (eight risers) with open tread and riser a hollow metal door with integral locks.

FIRE ESCAPES:

There are nine fire escapes on this building and are located as follows: two west side, two north side, two south side, and three east side. The nine fire escapes provide a second means of egress from all apartments on floors one through six. They are all of similar legal construction. They are painted steel and bracketed off masonry walls. They have open tread and riser, steel handrails and drop ladders, which descend to ground level. On the three fire escapes in the rear of the building access the roof. All the fire escapes appear to be secure and are in very good condition.

YARDS AND COURTS:

The property contains one large center courtyard, two small courts or sitting areas and a rear yard. The center court is approximately four feet below street level on the west side of the building. It is accessed from Kissena Boulevard down a short flight of stone steps. Its main walkway to the building vestibule is slate stone in mortar bed. This walkway is in fair condition and requires minor patching. The walkway is lined with concrete curbing which contains the garden areas as well. This curbing is in good condition. The rear yard is enclosed by a five-foot high cyclone fence. It can be accessed from either the north or south sides of the building; however, the south entrance has been temporarily closed off. From the north side, access to the rear yard is via a brick staircase, which is in extremely poor condition and should be repaired. The rear yard area is above the garage. The garage roof is concrete deck covered by a rubberized rolled roofing membrane. Due to this condition, the rear yard no longer functions as a usable

area. Also protruding into the rear yard from the garage roof is ductwork for the garage ventilation.

There are two small courts or sitting areas, one on the north side and one on the south side of the building. Both courts are enclosed by a cyclone fence and are in poor condition. They are concrete paved and have park-type benches made of wood and concrete that requires repair work. The overall condition of the yard area pavements is fair to poor.

INTERIOR STAIRS:

There are two interior stairs in the building, one for each wing, north and south. The stairways are of steel construction with closed metal riser. The stair treads and landings are painted concrete, lighting is incandescent and considerate adequate. The stairways have metal fireproof doors with one wire reinforced glass panel. Stairways are clearly marked with red and white illuminated exit signs. There are also two short flights (3 risers) of terrazzo steps that lead from the lobby to each north and south wing corridors.

INTERIOR DOORS AND FRAMES:

All unit entrance doors are hollow metal fireproof in metal frames with terrazzo saddles. All unit entrance doors have integral views and locks and were found to be in good condition. Unit interior doors are wood in wood frames with wood saddles. Doors for both stair bulkheads are hollow metal fireproof in metal frames with hinged latch. At the lobby level there are corridor doors which separate the service areas from public areas in

the south wing and the doctors' office corridor from tenant corridor in the north wing. These doors are also hollow metal, fireproof in metal frames with integral lock. These doors have no viewers. Doors for service areas, including store rooms, boiler rooms, water pump room and meter room all have hollow metal fireproof doors in metal frame with integral lock.

ELEVATORS:

The building has two elevators, one servicing each north and south wings. Each has a capacity of 2,000 lbs. or 13 persons. Both are of original construction, approximately 48 years old, manufactured by Curtis Elevator Company. Both stop on all floors Lobby and 1 through 6 (7 stops total). Elevators have automatic single sliding doors, automatic push button control with alarm. Cabs have baked enamel steel walls with handrails, baked enamel steel ceilings with fan, and vinyl tile flooring. The lighting for the elevator cabs are florescent and there is a corner security mirror in each.

Elevator machinery for each is located on the roof level in the elevator bulkhead and includes a 7-1/2 horsepower Imperial motor which is AC 208 Volt 24.5 amp. for each cab. The elevators are registered with the New York City Department of Buildings and are numbered 4P3213 and 4P3214. The overall condition of the motors, cables, and cabs were found to be good. The controllers, although they are in working order, have outlived their useful life and may need replacement in the next five years. Inspections by New York City Department of Buildings were not current and violations currently exist for the elevators.

LAUNDRY ROOMS:

There are two laundry rooms, one servicing each north and south wings and are located on the lobby level. The laundry rooms are in good condition. Each is equipped with 4 Heavy Duty Whirlpool coin-operated commercial washers and 3 Heavy Duty Whirlpool coin-operated gas dryers. Each laundry room has 2 fixture public bathrooms that are in poor condition. The laundry room ventilation is to the service corridors and one exterior window. However, the windows for the laundry rooms are temporarily closed off. Dryer ventilation is by flexible duct to the same exterior windows. Flooring is vinyl floor tile and lighting florescent. Laundry rooms have hollow metal fireproof doors in metal frames with integral locks. Each room is also equipped with slop sinks with hot and cold water.

REFUSE DISPOSAL:

Refuse for the building is compacted by two commercial electric trash compactors located in the lobby level north and south wings. The trash compactors are manufactured by Hico Corporation of America and are approximately 32 years old, and are in fair condition. The compactor rooms are accessed only from the exterior of the building north and south sides. Building tenants have accessed to compactor shoots on each of floors 1 through 6 both north and south wings. After compaction, refuse is stored at curbside for pick-up by New York City Department of Sanitation. Pick-up is twice weekly, presently on Mondays and Thursdays.

PLUMBING AND DRAINAGE:

Water is provided by a New York City water main and stored in a steel tank with a capacity of approximately 3500 gallons. The tank is located in the water pump room, lobby level, south wing. Pressure is maintained by both main and electric pump. Water pressure was found to be adequate within all inspected apartments. Water piping and sprinkler piping where accessible and was found to be in good condition, with no sign of leakage. Water piping is primarily galvanized steel and brass. Sanitary piping is heavy cast iron and found to be in good condition. Sanitary lines feed into New York City sanitary sewers separately for each wing and discharge into sewers located on Ash Avenue and Beech Avenue. Storm drainage piping was not accessible and its condition unknown.

FIRE PROTECTION:

Fire protection is by a sprinkler system and is available in the following areas: 2 compactor rooms, boiler room, and garage. A "Y" connection for the sprinkler system is located on the exterior wall north side of the building near the garage entrance.

HEATING:

Heat is provided by two boilers located in the boiler room which is located on the lobby level, south wing. The boiler room can be accessed from the center courtyard or interior service corridor. The boiler room is vented via through wall louvers to the center courtyard. The boilers are manufactured by FITZGIBBONS, Model No. DM-12163P and are approximately 48 years old. The burners are manufactured by Carlin, Model 1150 and are in good condition. The burners burn No. 2 fuel oil at a capacity rate of 20 to 35 gallons per hour. The boilers appear to be in good condition and are well maintained. The service record indicates that these units were not out of services frequently. All aspects of the heating system were found to be in fair to good condition. However, this system has outlived its useful life and may need to be replaced in the next five to ten years. A New York City Department of Environmental Protection, Bureau of Air Resources Certificate is displayed and expired on 2/02/02. A New York State Department of Environmental Conservation Petroleum Bulk Storage Certificate is displayed and expires on 3/24/07. The boilers are depressed within the boiler room on concrete foundation and are accessed via a steel stair with open tread and riser. The boilers provide hot water for both heating and tenant usage. Heat distribution for the building is by a hot water central system circulated to apartment radiators. Heat and hot water were both adequate at the time of inspection.

VENTILATION:

Public hallways, floors 1-6, are ventilated via a duct system. Lobby level areas are ventilated to the exterior via windows and exterior entrances. The garage is ventilated by both duct and windows. Apartment units in the 2nd, 6th, 7th, 9th, 14th and 15th lines have no kitchen windows and are ventilated via a duct system. Apartment units in the 2nd and 9th lines have no bathroom windows and are also ventilated via a duct system. All other units have windows in kitchens and baths. The building is well ventilated overall.

AIR CONDITIONING:

There is no central air conditioning within this building. Apartments are equipped with through walls air conditioner sleeves below windows in the living areas. There were also some window units observed. None of the air conditioning units were tested for operation as part of this inspection.

ELECTRIC:

Electric service is provided by Consolidated Edison of New York with individual meters for apartments and a house meter for common lighting and utilities. The meter room is located on the lobby level, south wing of the building. Electric service is to one main panel which is rated for 140 Volt – 1,000 Amp. The overall electrical service is adequate for modern usage and no defects were found. Each unit has two 40 Amp. circuit breakers protecting its service. Units with 5 ½ rooms and 4 rooms have electrical panels containing four 20 Amp. circuits and two 15 Amp. circuits. Units with 3 rooms have

electric panels containing three 20 Amp. circuits and three 15 Amp. circuits. Units with 2 ½ rooms have electric panels containing two 20 Amp. circuits and two 15 Amp. Circuits. All meters and panels appear to be in good condition. House lighting is primarily florescent with some incandescent fixtures and appears to be adequate. Intercom with door release is provided in each apartment and is in working order. Exterior lighting is controlled by timer located in the meter room, hallway lighting is on 24 hours per day.

TELEVISION:

Cable (pay) Television is available throughout the building. There are some units that have privately owned satellite dishes on the roof.

GARAGE:

The garage is located approximately 5 to 6 feet below street level and is partially under the eastern most portions of the building's north and south wings. The garage is unattended and access is via a driveway off Ash Avenue. The garage has a wood door which is both key and remote operated. The garage is paved with concrete which is in very good condition. Drains are located properly with proper pitch of paving. Walls are masonry and the roof is poured concrete beam and deck. The garage roof also acts as the surface for the building's rear yard area. The roof is in good condition. Garage lighting is by florescent fixtures and is adequate. Ventilation is by duct system and exterior window (south side). Fire protection is via a sprinkler system. The garage has a capacity of 30 vehicles and a Department of Buildings Permit No. 367084 is displayed and states a capacity of 26 vehicles. The garage is in good condition overall.

One occupied parking space has been allocated to the superintendent and the remaining occupied parking spaces have been allocated to rent stabilized tenants in the building. Any vacant parking spaces, as they become available, will be allocated first to Unit Owners, second to tenants in the building, and third to someone else.

There is no handicapped parking for the building.

PERMITS AND CERTIFICATES:

The Sponsor represents that the number of residential units currently at the building do not conform to the number of residential units that are stated on the Certificate of Occupancy. The Certificate of Occupancy states that the number of residential units is seventy- nine (79). However, the actual number of residential units currently at the building is eighty-one (81) (of which one (1) residential unit is occupied by the superintendent). The Sponsor represents that prior to or at closing of the first unit, the Certificate of Occupancy will be revised to conform to the actual use at the Building or Sponsor will place in escrow an amount determined by a professional engineer or architect to be sufficient to obtain said revised Certificate of Occupancy after closing. All necessary permits, including elevator and sprinkler, will be obtained and all the required inspections will be completed prior to obtaining a new Certificate of Occupancy.

UNIT INFORMATION:

The building contains 14 apartments on floors 2 through 6. The first floor contains 11 apartments and the 4 doctor's professional offices. On the lobby level, north wing, also exists 2 doctors' professional offices. North wing apartment lines are numbered 1-7 and south wing apartment lines are numbered 8-15 (excluding 13) and have apartments of similar size and number. The building apartment sizes (Floors 1-6) are in the following quantities:

2-1/2 rooms (537 S.F.)	- 12
3 rooms (730 S.F.)	- 12
4 rooms (838 to 842 S.F.)	- 24
5-1/2 rooms (1071 to 1090 S.F.)	- 36

Two and one-half room apartments consist of living room, dressing room, half kitchen and bath.

Three room apartments consist of living room, bedroom, half kitchen and bath.

Four room apartments consist of living room, bedroom, full kitchen and bath.

Five and one-half room apartments consist of living room, dining room, two bedrooms, full kitchen and 1-1/2 baths.

The following is a list of apartment lines and their respective sizes:

2 (537 S.F.) and 9 (537 S.F.)	-	2-1/2 rooms
7 (730 S.F.) and 15 (730 S.F.)	-	3 rooms
1 (838 S.F.), 5 (842 S.F.), 8 (838 S.F.), and 12 (842 S.F.)	-	4 rooms
3 / 4 (1071 S.F.), 6 / 14 (1090 S.F.), and 10 / 11 (1071 S.F.)	-	5-1/2 rooms

All apartments have three fixture bathrooms, kitchens, and two or more closets. The apartment floors are parquet oak stripped flooring. Ceilings and walls are made of rock lath plaster and are painted throughout. No leaks were observed from the exterior of the building. The bathrooms contain a four-foot ceramic tile wainscoting rising to six feet at the bathtub area. Bathroom fixtures include sink, lavatory, and tub. Plumbing was found to be in good condition without leaks. Tiles were found to be in fair to good condition. Kitchens have metal cabinets, four burner stoves with oven and broiler below. Kitchens were found to be in fair to good condition. All apartments contain smoke detectors. The apartments finishes and fixtures were found to be in good condition. These observations were based on the inspection of apartments 108, 109, 202, 205, 207, 314, 315, 412, and 606.

FINISH SCHEDULE FOR PUBLIC SPACES:

Room	Floor	Base	Wall	Ceiling
Vestibule	Terrazzo		Glass	Painted Plaster
Lobby	Terrazzo	Terrazzo	Painted Plaster	Painted Plaster
Hallways	Vinyl Tile	Vinyl	Painted Plaster	Painted Plaster
Lobby Level	Concrete	--	Concrete/Masonry	Concrete
Laundry	Vinyl Tile		Painted Plaster	Painted Plaster

SERVICE AREAS:

The overall condition of the interior common areas was found to be good.

The service areas are located on the lobby level. This level is approximately 5 to 6 feet below grade on Beech Avenue and 2 to 3 feet below grade on Ash Avenue. The service areas are comprised of boiler room, water pump room, meter room, 3 storerooms, 2 compactor rooms and superintendent's office. Service area flooring is generally painted or unpainted concrete and in good condition. Walls are generally concrete or concrete block, some painted as well, and also found in good condition

PEST CONTROL:

Extermination service is provided on a once a month basis or as necessary.

GENERAL:

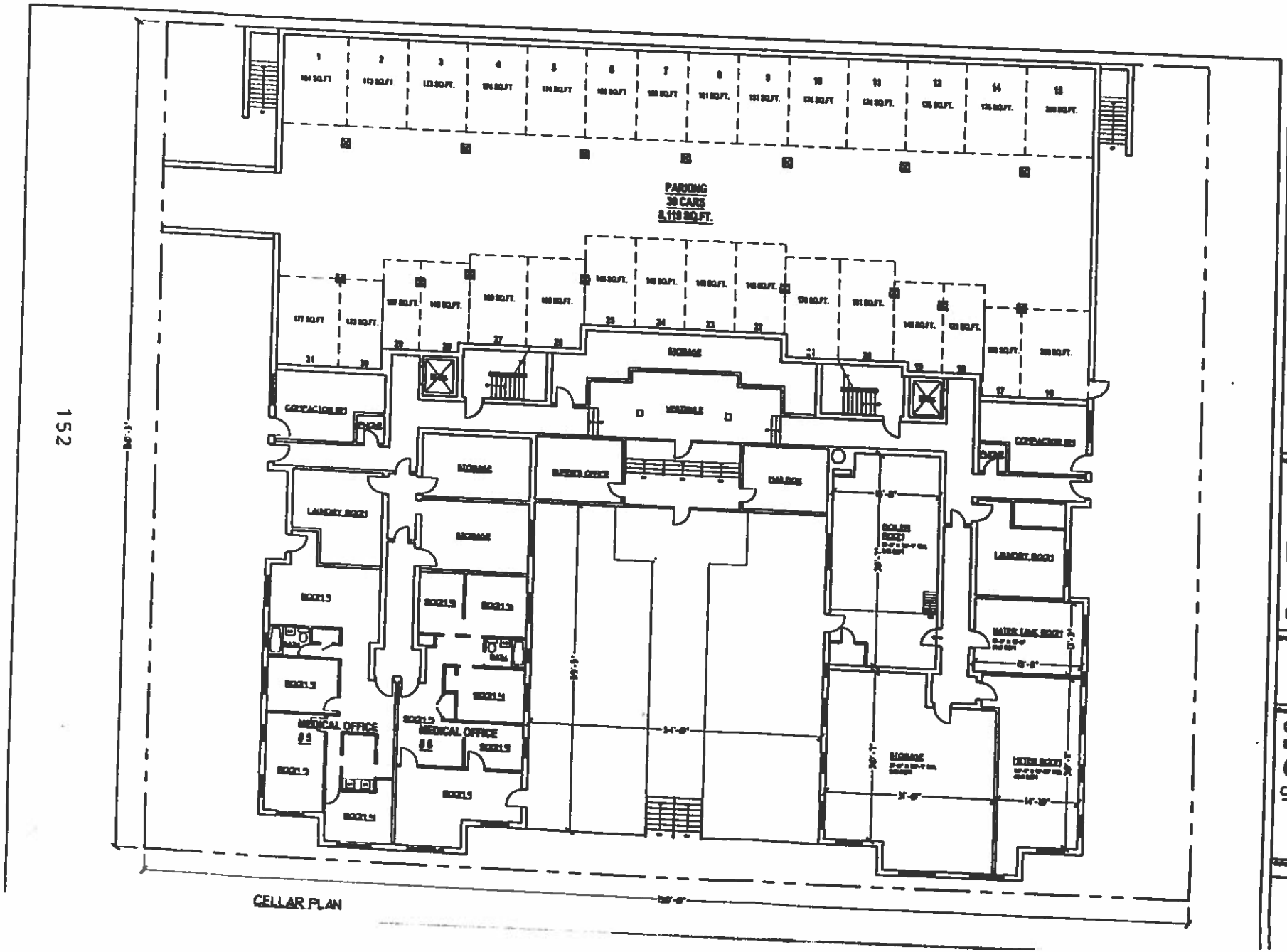
In the course of inspecting the apartments, no evaluative judgment was made as to the condition of the kitchen sink, stove, or refrigerator or the bathroom fixtures or condition of the tile, since these items will be readily discernable to prospective purchasers. The condition of the cabinets, countertops and kitchen floors are fall into this category and the purchaser should check their condition in the specific apartment of interest before purchasing. No attempt has been made in this report to evaluate the prospective life of the boiler, hot water heater, radiators, valves, pipes, etc. Normal maintenance and repairs can extend the life of most equipment indefinitely. No mechanical tests or removal of

walls, ceilings, floors, roofs, (or any portion thereof) or other structural or mechanical elements, were made in connection with this report.

Note that the underlying soil is inaccessible. Any problem with the underlying soil, the underground drainage, pipes, footings and lines cannot be checked during the course of an inspection such as this. Similarly, the interiors of walls, ceilings, and floors are inaccessible.

This report represents an accurate narrative of the building and property based on visual inspections, professional analysis and judgment, and is current only as of the date of the inspection.

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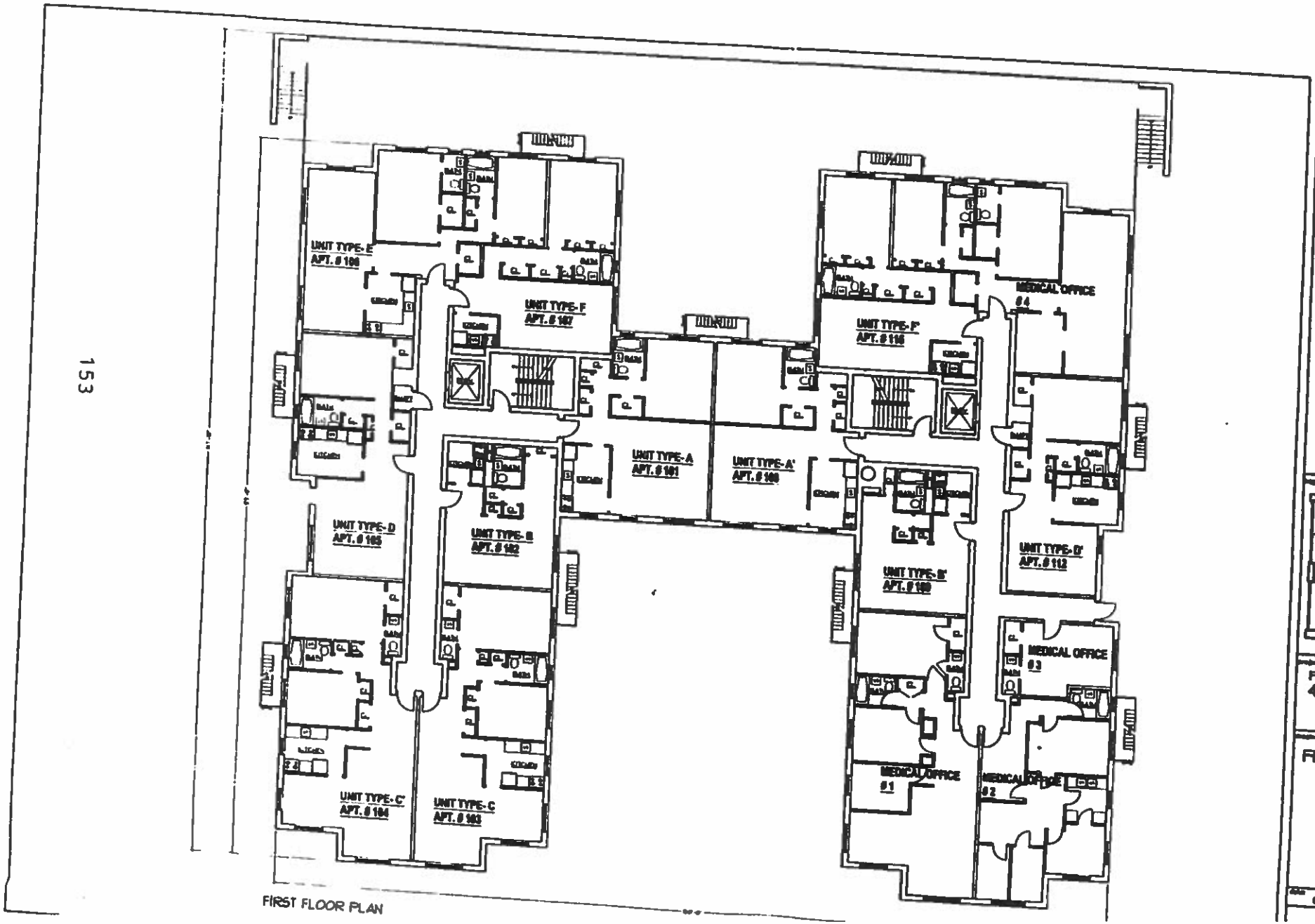
Kissena Terrace

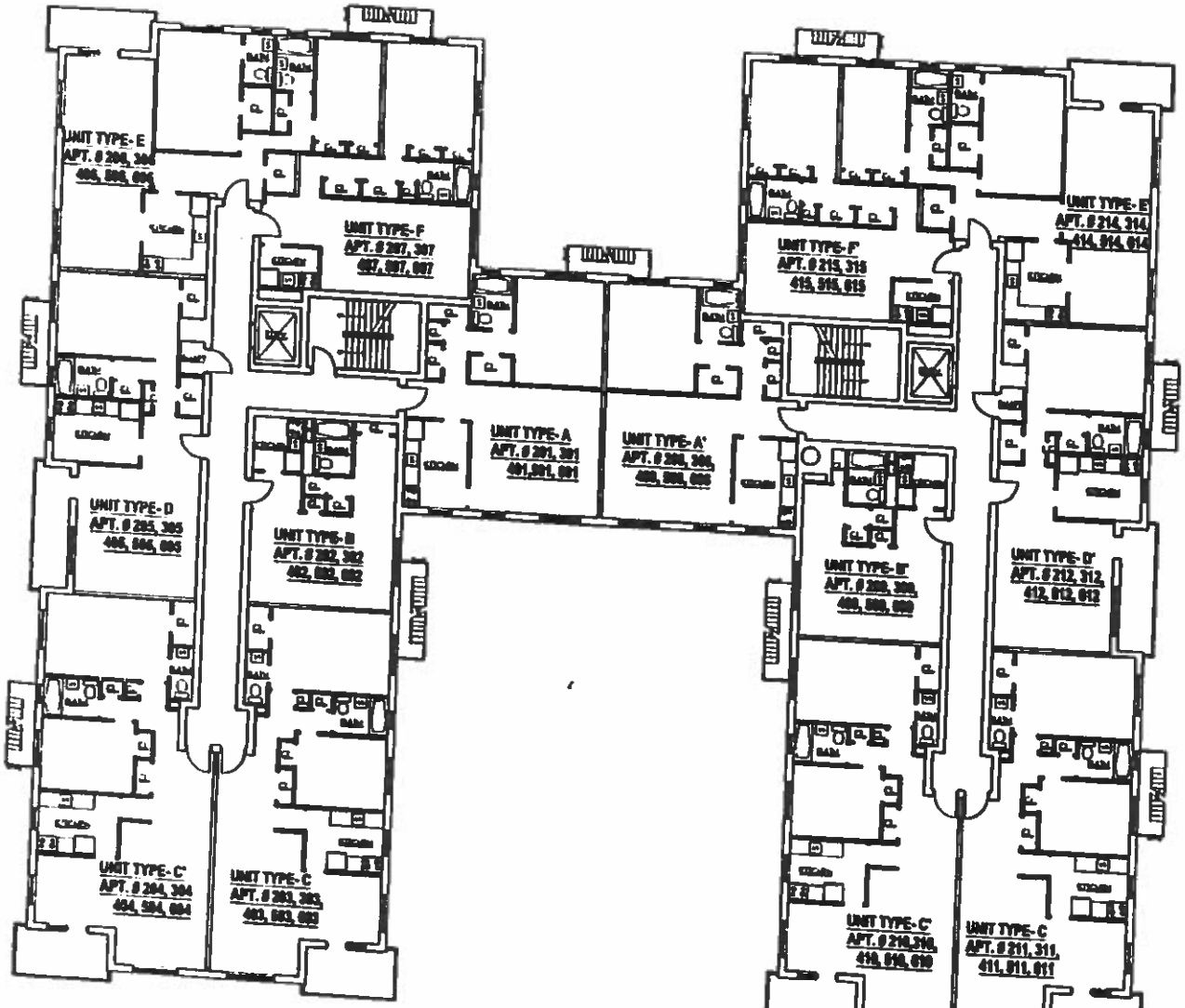
Flushing, NY 11355
43-43 Kissena Blvd

Cellar Floor Plan
Scale: 1/8" -1'-0"
(includes garage plan

01/10/05

SK-19


UNIT TYPE-E
APT. # 106
UNIT TYPE-F
APT. # 107
UNIT TYPE-A
APT. # 101
UNIT TYPE-A'
APT. # 108
UNIT TYPE-F'
APT. # 116
MEDICAL OFFICE
#4
UNIT TYPE-D
APT. # 105
UNIT TYPE-B
APT. # 102
UNIT TYPE-B'
APT. # 109
UNIT TYPE-D'
APT. # 112
MEDICAL OFFICE
#3
UNIT TYPE-C'
APT. # 104
UNIT TYPE-C
APT. # 103
MEDICAL OFFICE
#1
MEDICAL OFFICE
#2
153
FIRST FLOOR PLAN
Kissen
Terrac
Flushing, NY 11355
43-43 Kissena Blv
First Floor
01/10/05



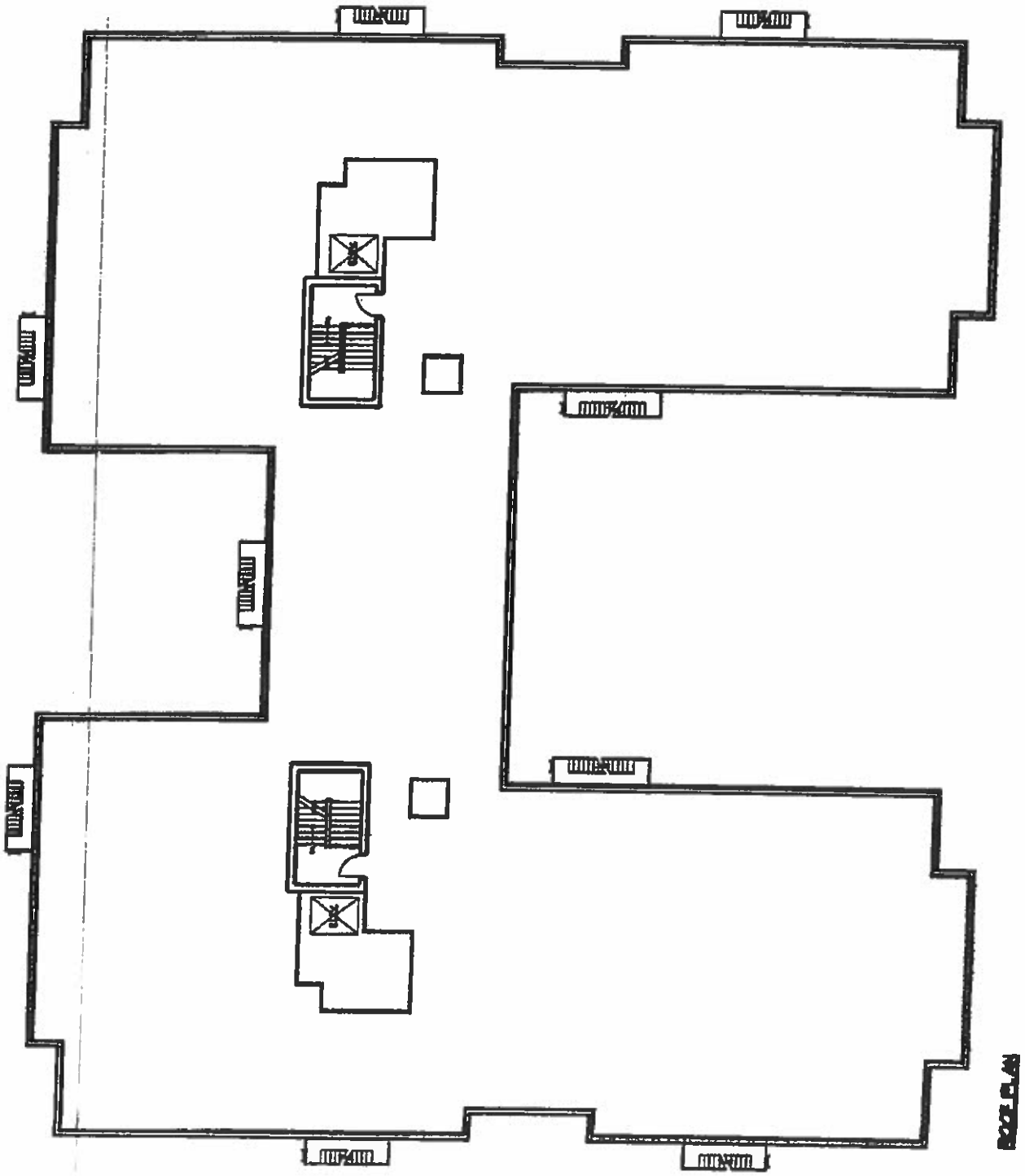
TYP. FLOOR PLAN (2-6)

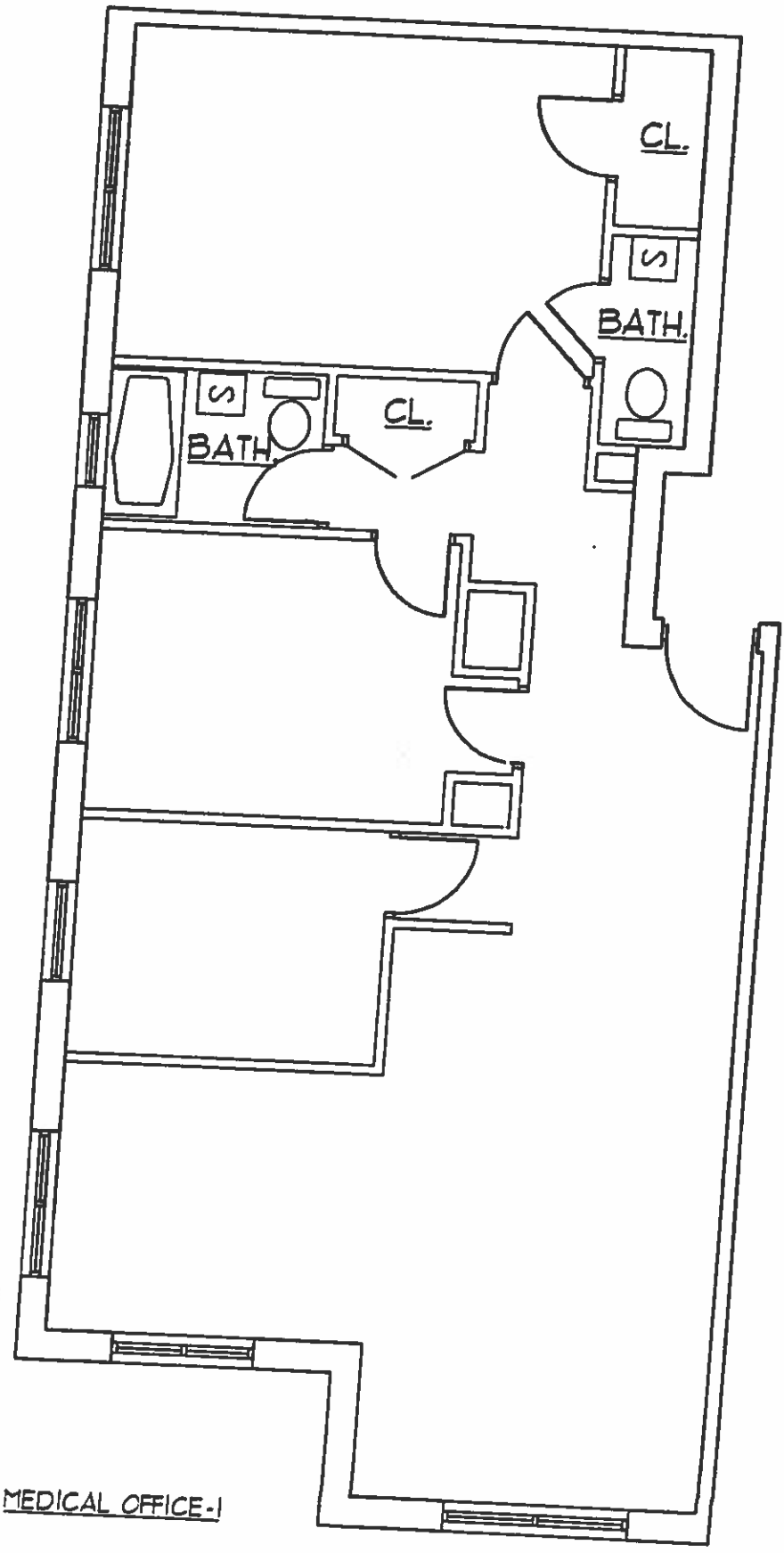
Kissen
Terrac

Flushing, NY 11355
43-43 Kissena Bl

Typical Plan
Floors (2-6)

01/10/05

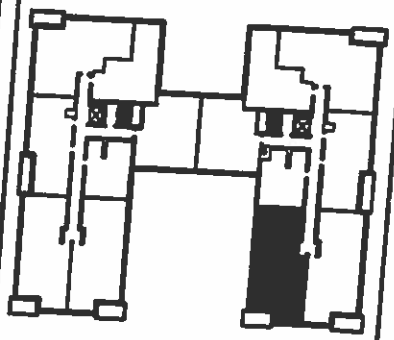




Kissena Terrace

N

key plans



projects

Flushing, NY 11355
43-43 Kissena Blvd

drawings

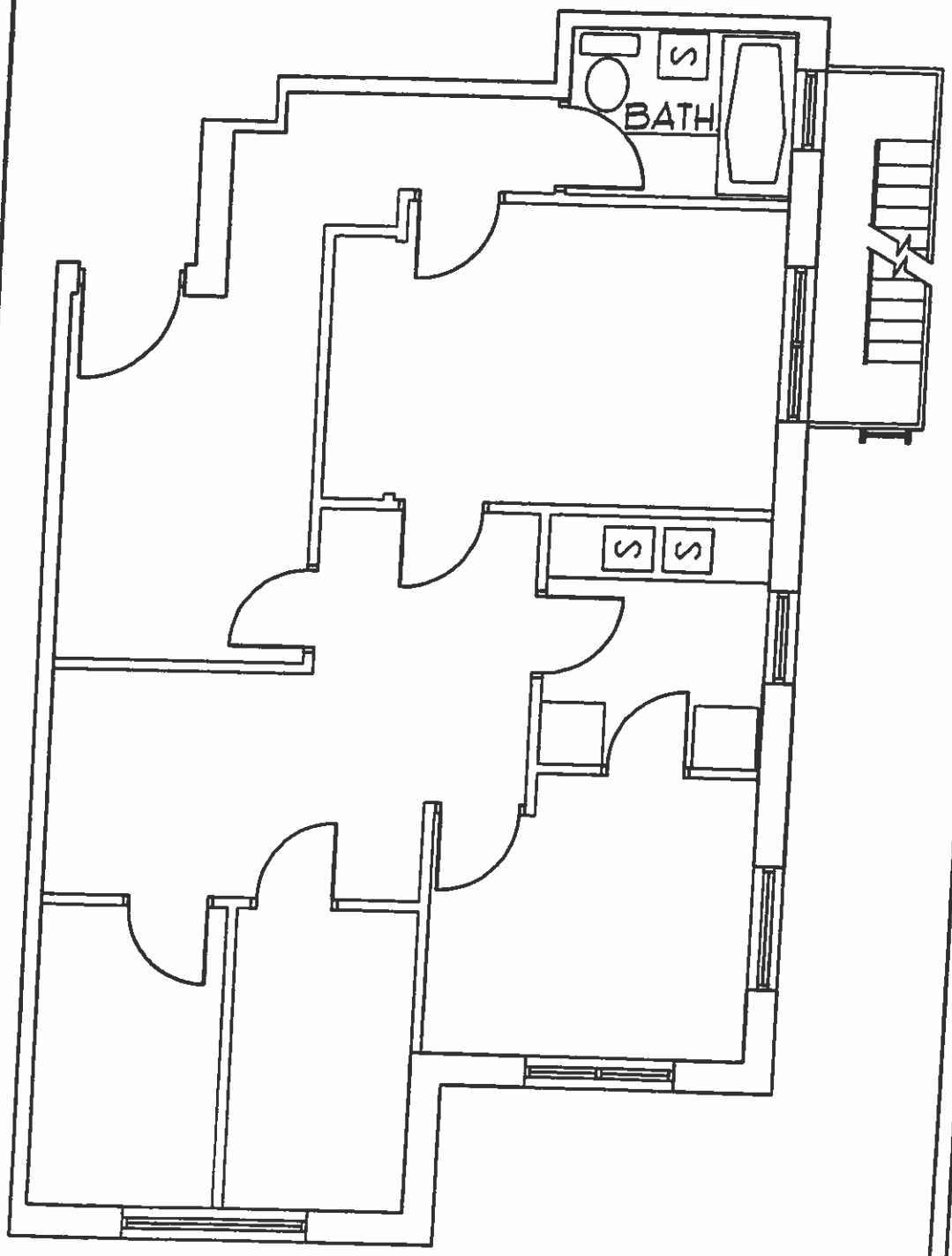
Medical Office 1
First Floor
1071 SqFt

Medical Office 1
a/k/a
Medical Office 110

date: 01/10/05

SK-13

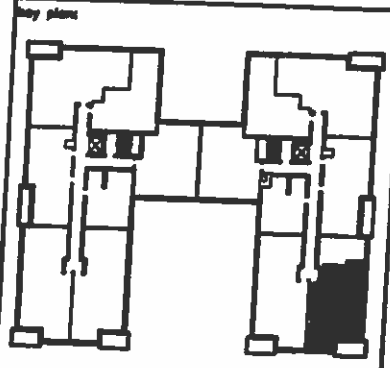
Kissena Terrace



MEDICAL OFFICE-2

0 1' 5' 10'





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43-43 Kissena Blvd

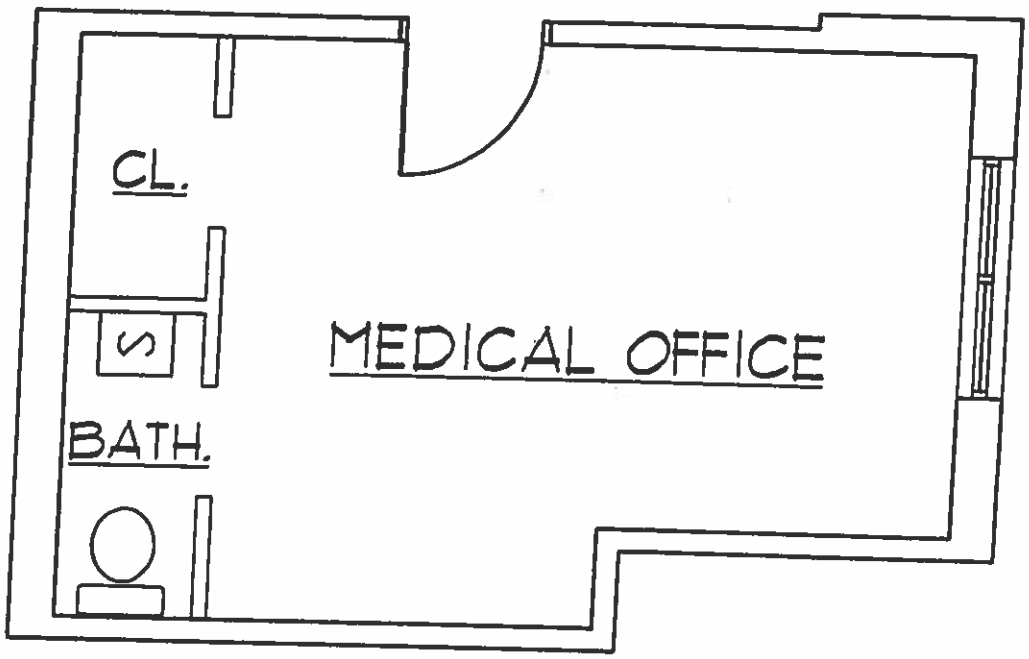
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Medical Office 2
First Floor
805 SqFt

Medical Office 2
a/k/a
Medical Office 111

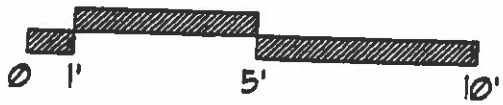
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SK-14

Kissena Terrace

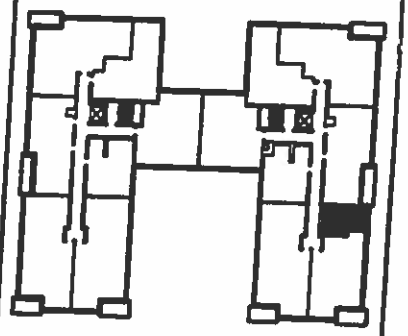


MEDICAL OFFICE-3





key plans



project

Flushing, NY 11355
43-43 Kissena Blvd

drawing

Medical Office 3
First Floor
263 SqFt

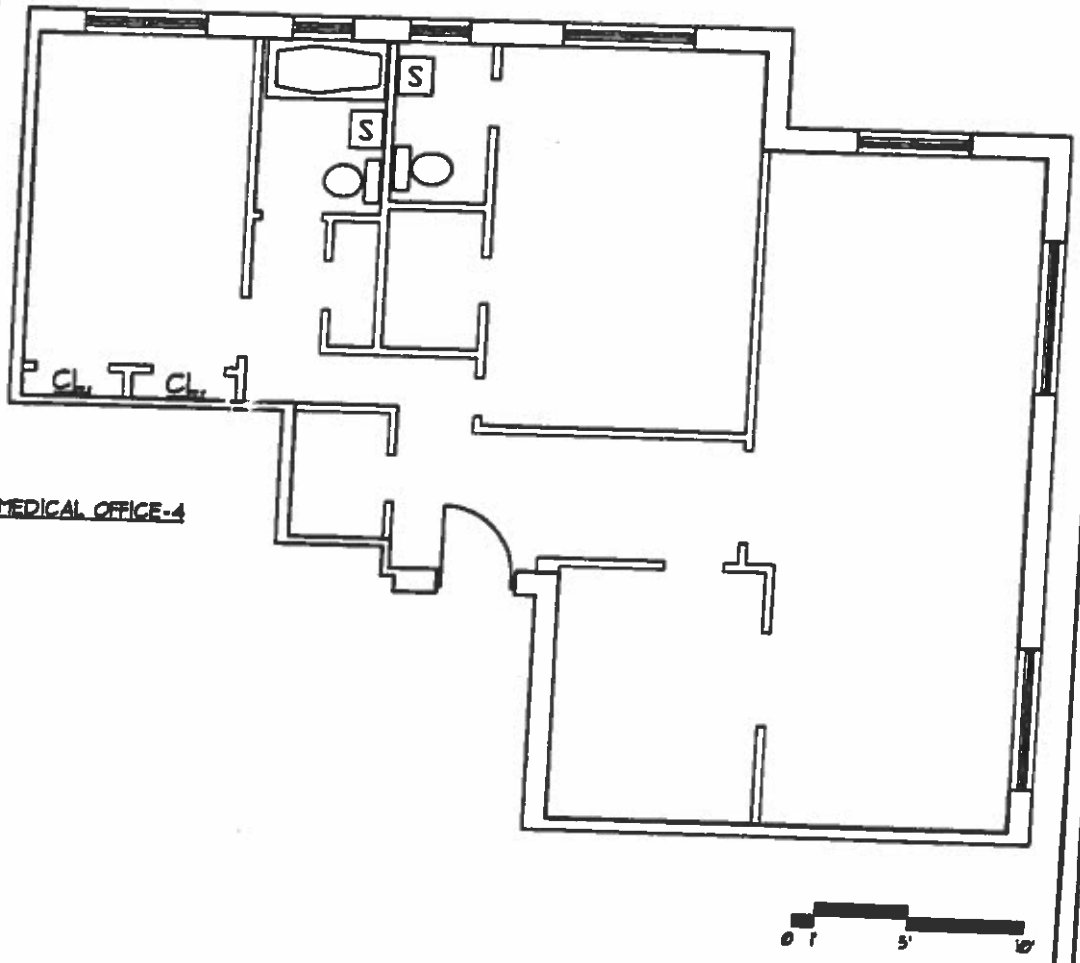
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Medical Office 113

date

01/10/05

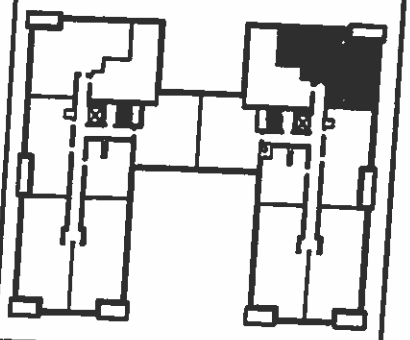
SK-15

Kissena Terrace





key plan



project

Flushing, NY 11355
43-43 Kissena Blvd

drawing

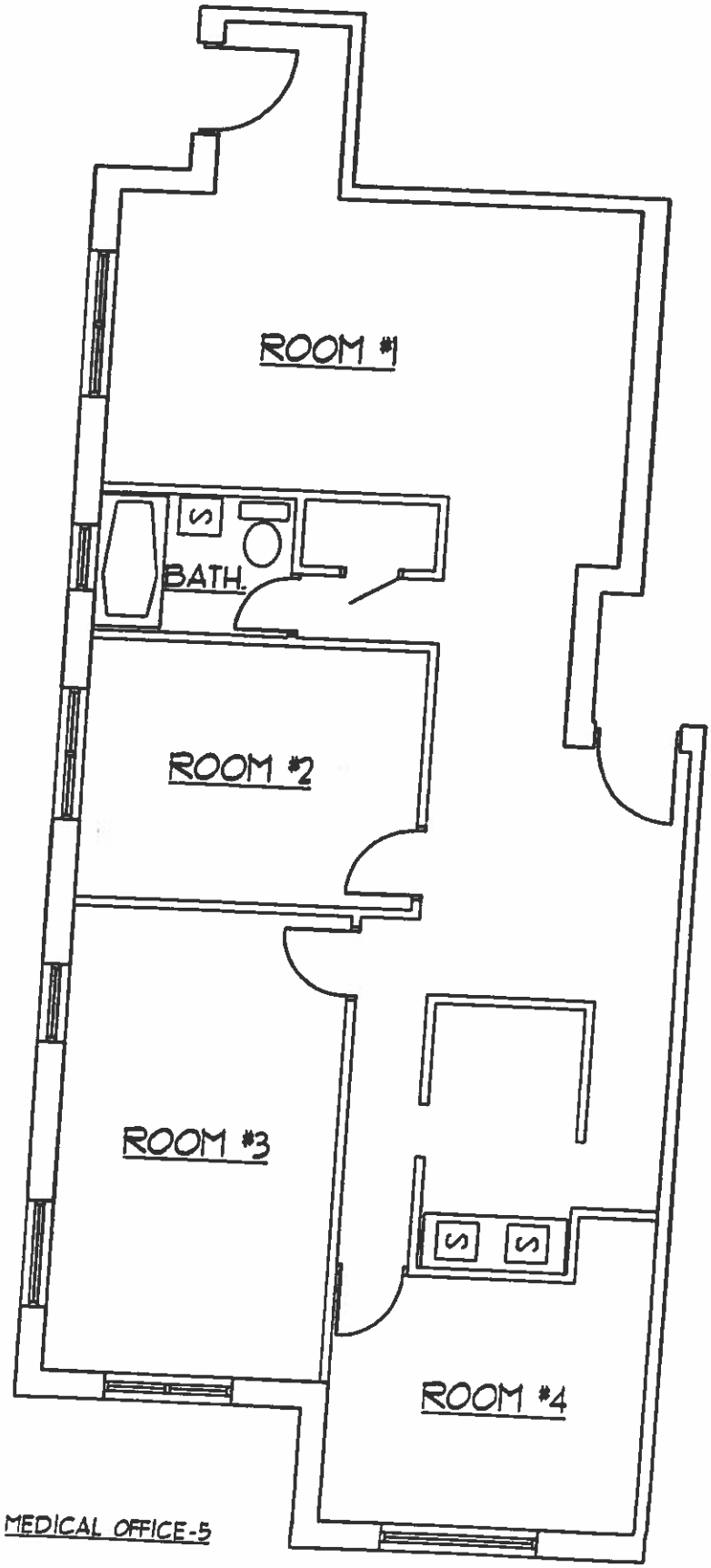
Medical Office 4
First Floor
1086 SqFt

Medical Office 4
a/k/a
Medical Office 114

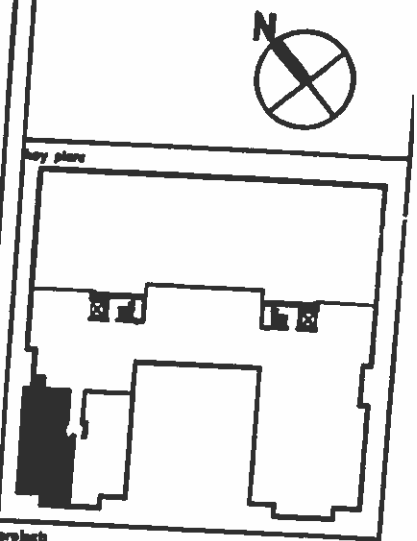
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SK-16



Kissena Terrace



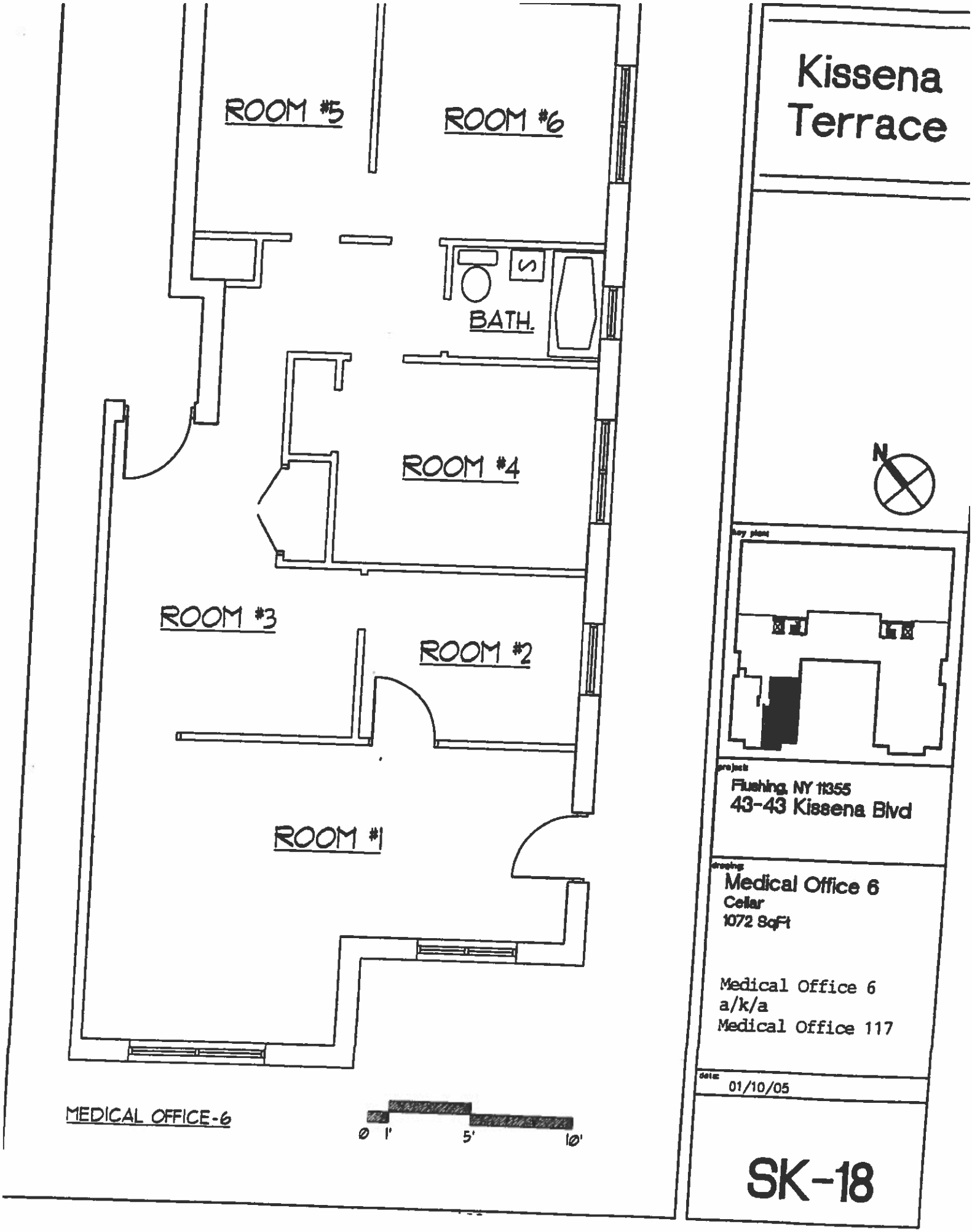
Flushing, NY 11355
43-43 Kissena Blvd

Medical Office 5
Cellar
1106 SqFt

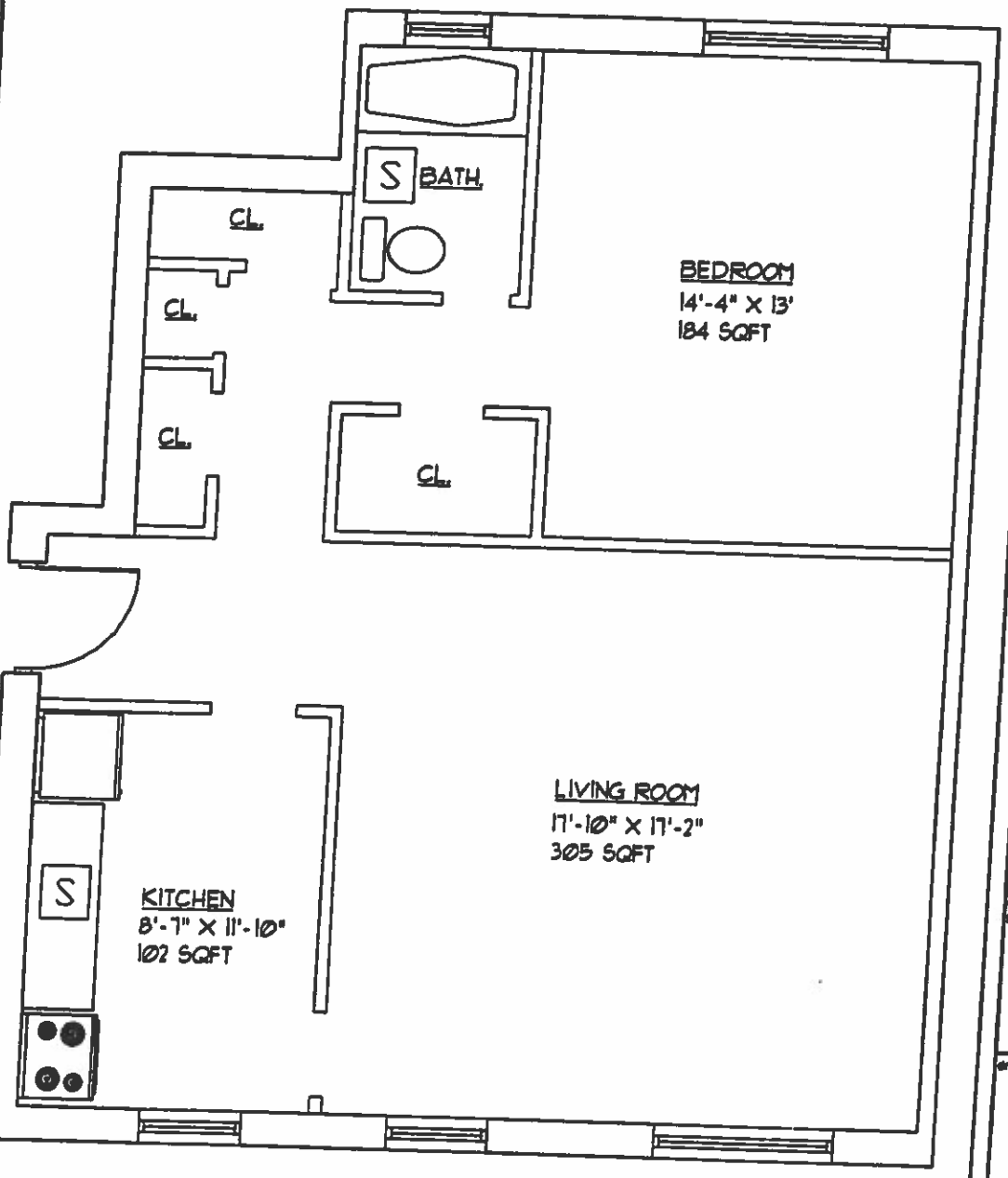
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a/k/a
Medical Office 116

01/10/05

SK-17

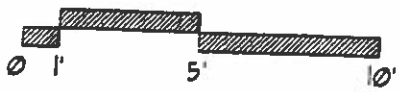

ROOM #5
ROOM #6
BATH.
ROOM #4
ROOM #3
ROOM #2
ROOM #1
MEDICAL OFFICE-6
0 1' 5' 10'
Kissena Terrace
N
key plan
project
Flushing, NY 11355
43-43 Kissena Blvd
drawing
Medical Office 6
Cellar
1072 SqFt
Medical Office 6
a/k/a
Medical Office 117
date
01/10/05
SK-18

Kissena Terrace



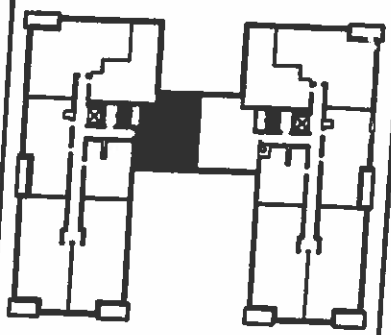
UNIT TYPE-A

APARTMENT #: 101, 201, 301, 401, 501, 601.



N

key plan



project

Flushing, NY 11355

43-43 Kissena Blvd

drawing

Apartment Type A

Typical Floors (2-6)

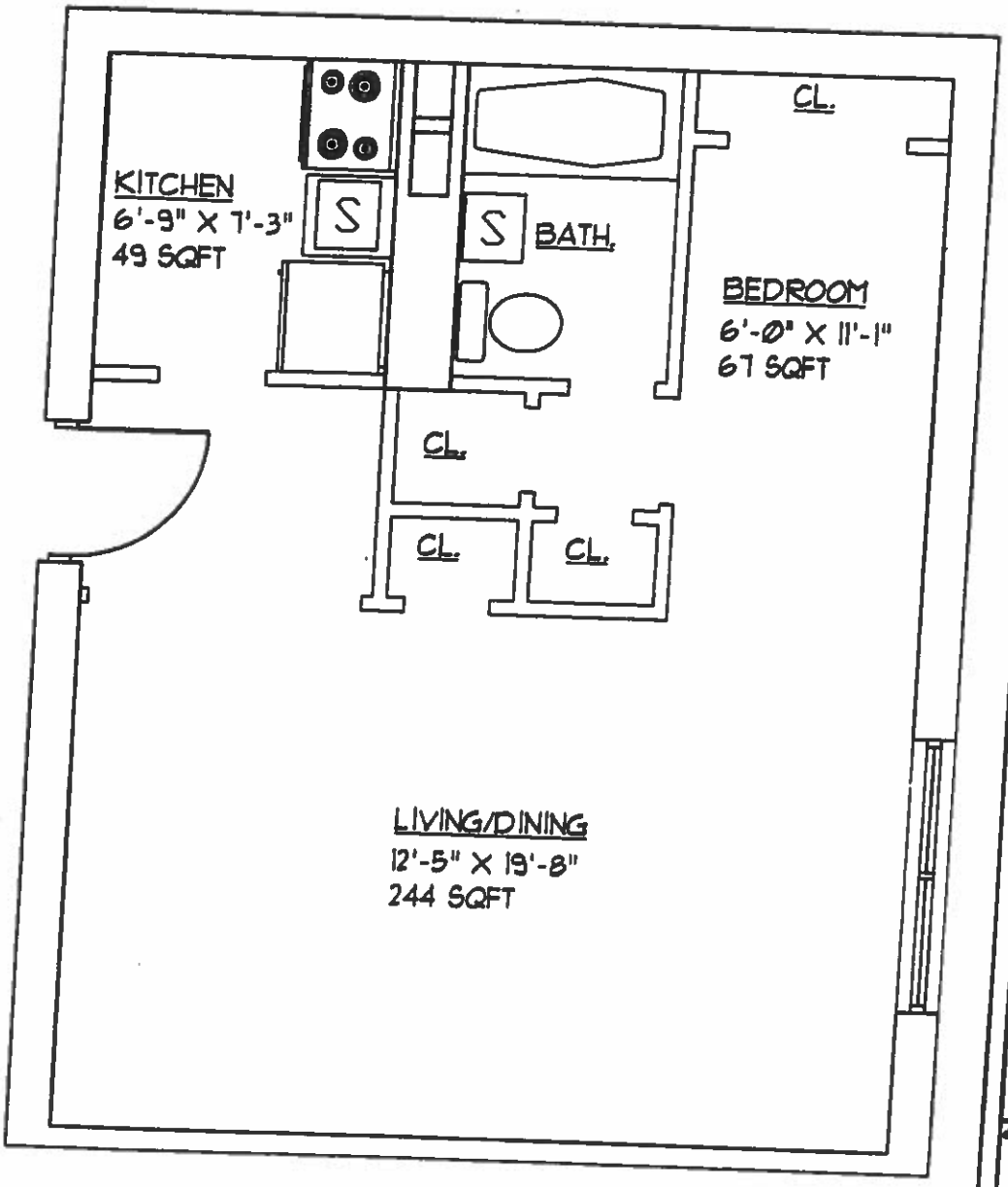
838 SqFt

date

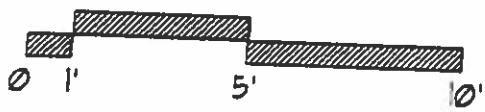
01/10/05

SK-1

Kissena Terrace

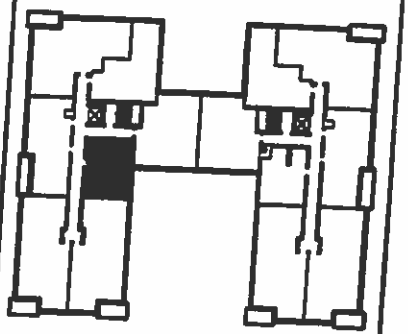


UNIT TYPE-B
APARTMENT #: 102, 202, 302, 402, 502, 602.



N

key plan

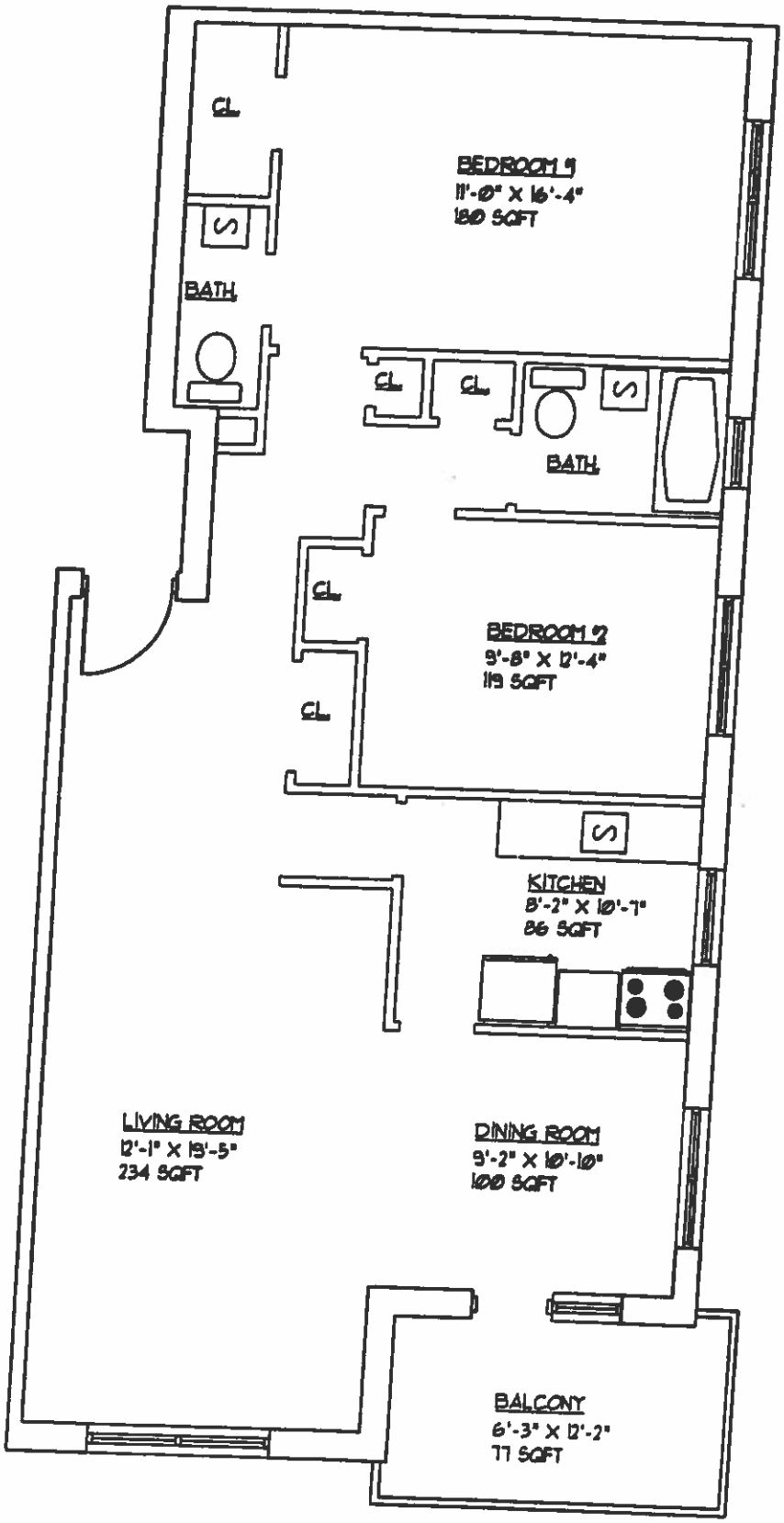


project
Flushing, NY 11355
43-43 Kissena Blvd

drawing
Apartment Type B
Typical Floors (2-6)
537 SqFt

date: 01/10/05

SK-3



UNIT TYPE-C

APARTMENT #: 103*, 203, 303, 403, 503, 603,
211, 311, 411, 511, 611.

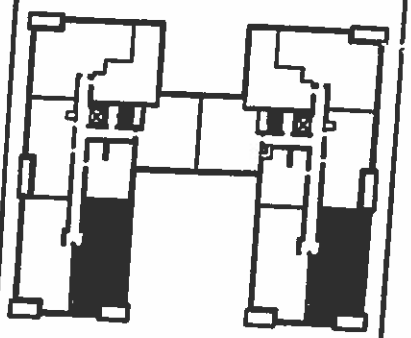
*#103 has no balcony

0 1' 5' 10'

Kissena Terrace

N

key plan



project

Flushing, NY 11355
43-43 Kissena Blvd

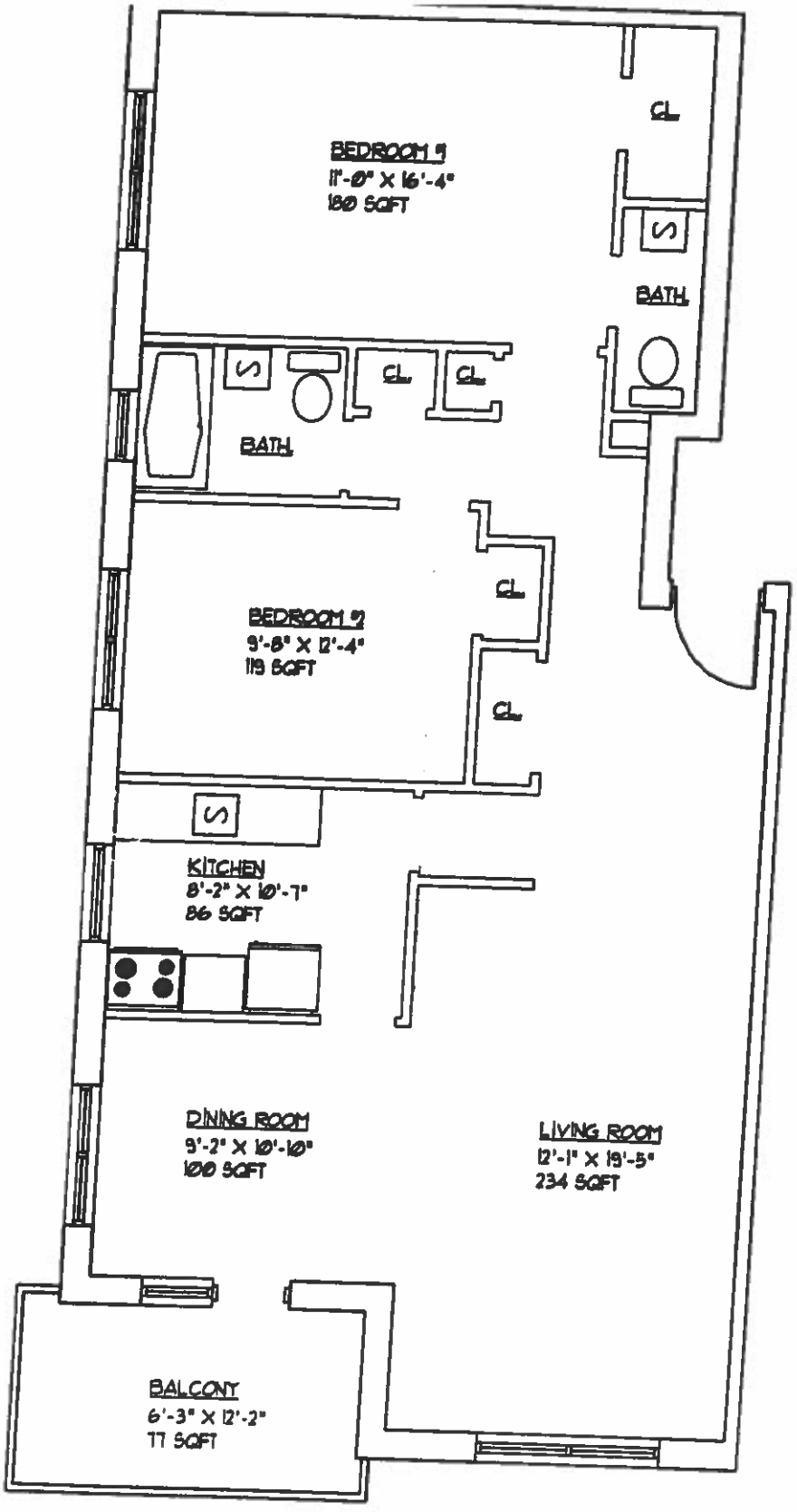
drawing

Apartment Type C
Typical Floors (2-6)
1071 SqFt
+ Balcony 77 SqFt

date

01/10/05

SK-5



UNIT TYPE-C'

APARTMENT # , 210, 310, 410, 510, 610,
104*204, 304, 404, 504, 604

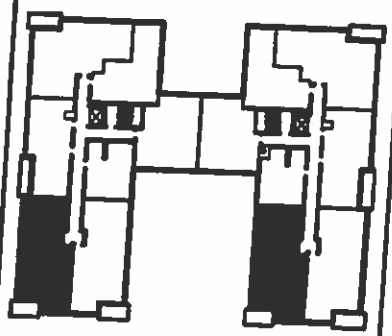
*#104 has no balcony

0 1' 5' 10'

Kissena Terrace

N

key plan



project

Flushing, NY 11355
43-43 Kissena Blvd

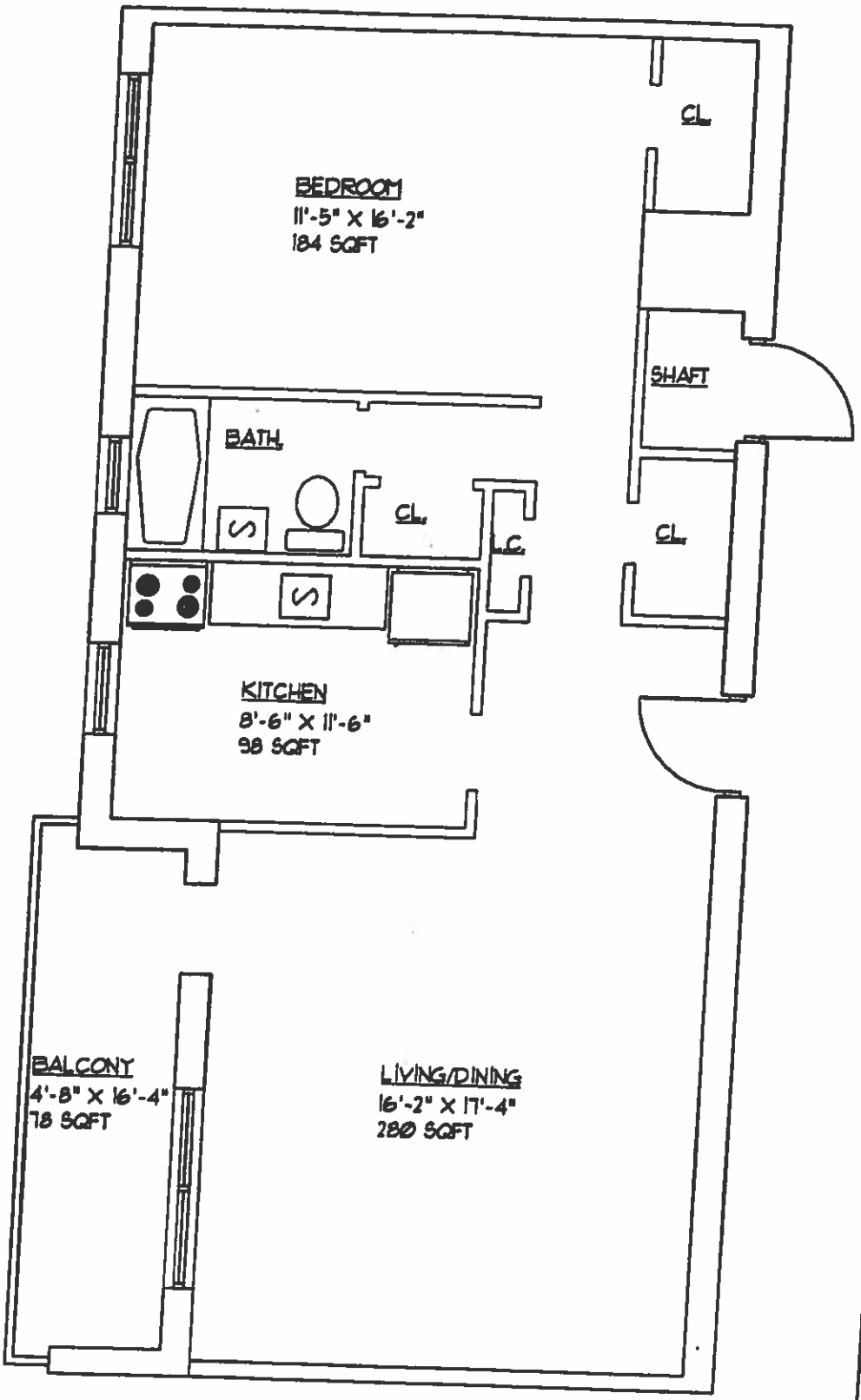
drawing

Apartment Type C'
Typical Floors (2-6)
1071 SqFt
+ Balcony 77 SqFt

date

01/10/05

SK-6



UNIT TYPE-D

APARTMENT #: 105, 205, 305, 405, 505, 605.

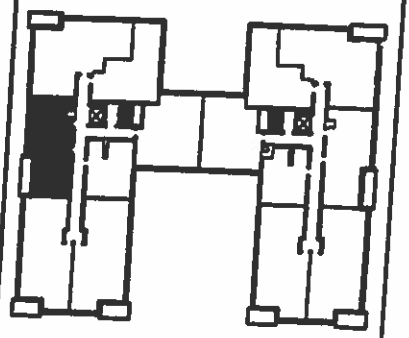
*#105 has no balcony

0 1' 5' 10'

Kissena Terrace

N

key plan



project

Flushing, NY 11355
43-43 Kissena Blvd

drawing

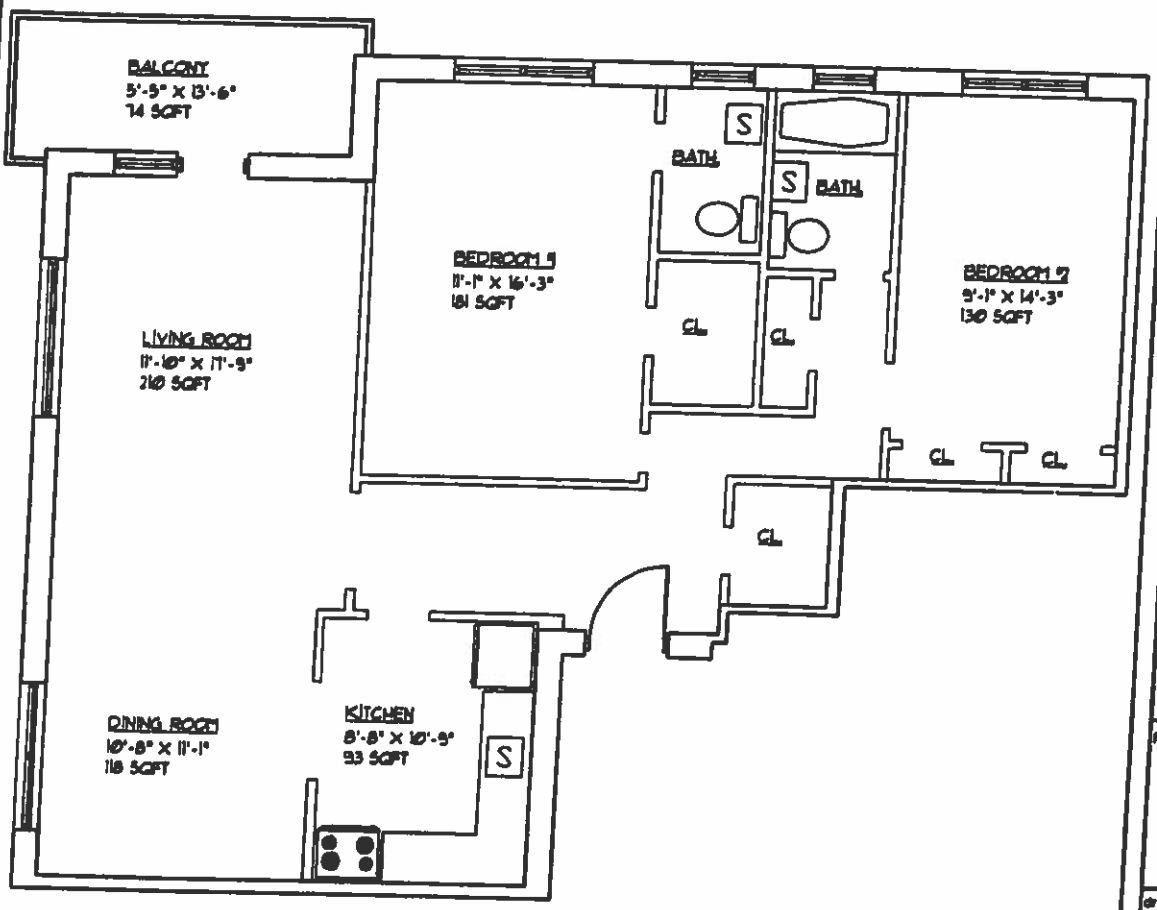
Apartment Type D
Typical Floors (2-6)
842 SqFt
+ Balcony 78 SqFt

date

01/10/05

SK-7

Kissena Terrace



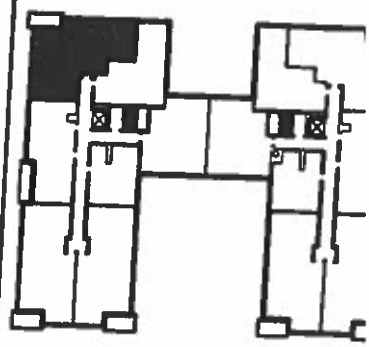
UNIT TYPE-E
APARTMENT #: 106,*206, 306, 406, 506, 606.

*#106 has no balcony





key plan



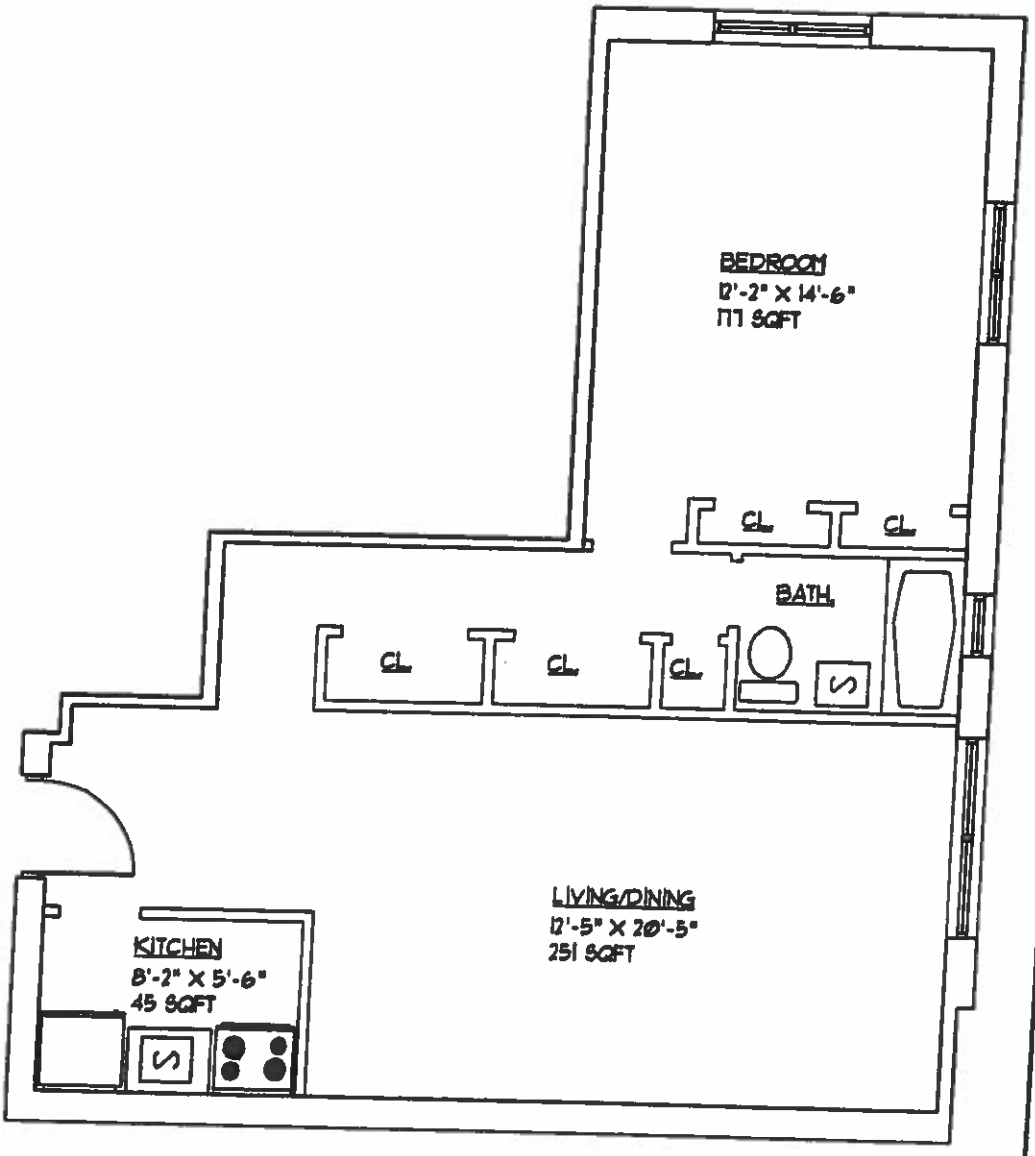
project:
Flushing, NY 11355
43-43 Kissena Blvd

drawing:
Apartment Type E
Typical Floors (2-6)
1090 SqFt
+ Balcony 74 SqFt

date:
01/10/05

SK-9

Kissena Terrace

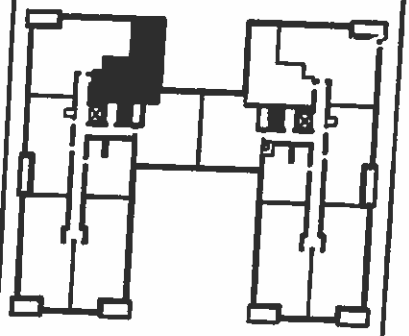


UNIT TYPE-F
APARTMENT #: 101, 201, 301, 401, 501, 601.

0 1' 5' 10'

N

key plan



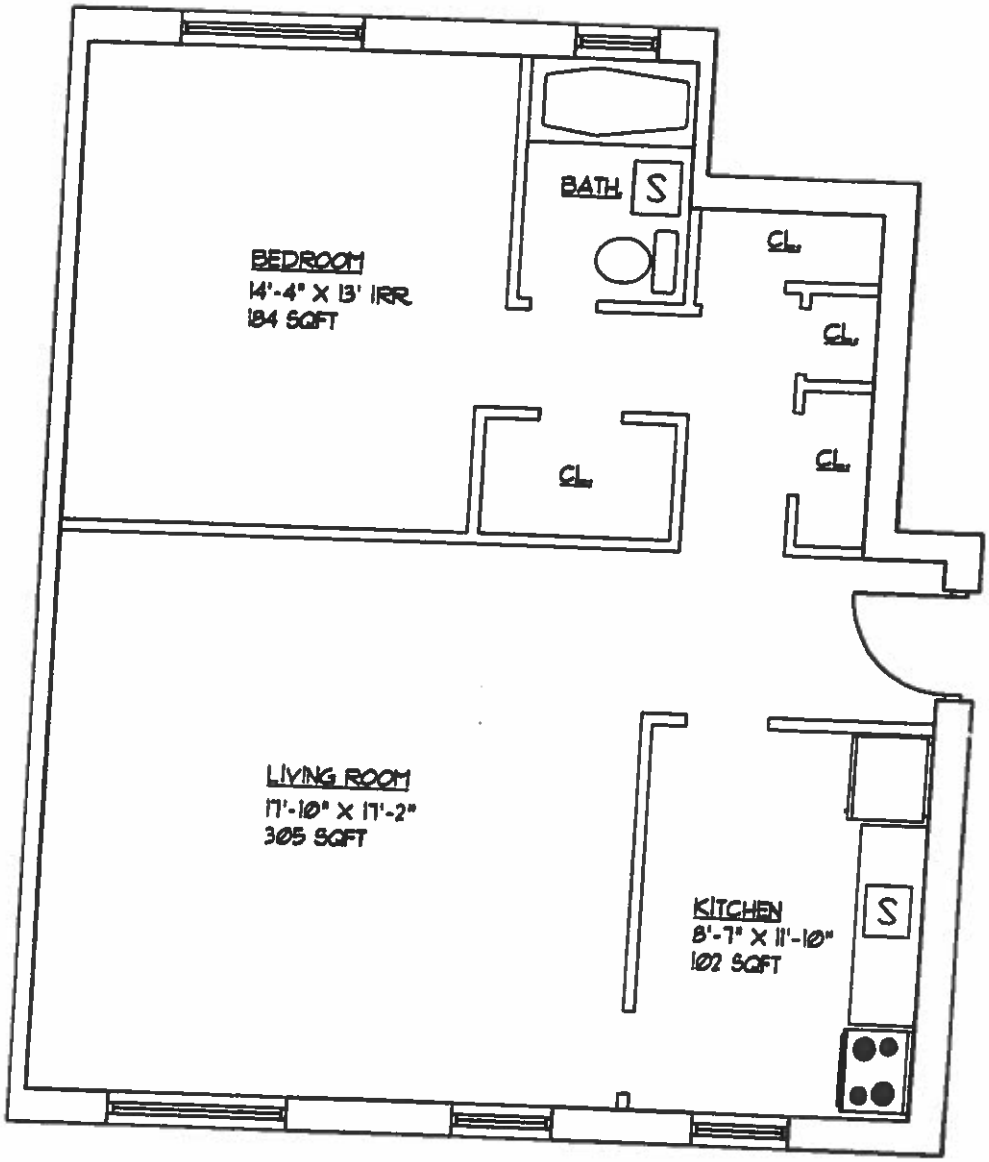
project
Flushing, NY 11355
43-43 Kissena Blvd

drawing
Apartment Type F
Typical Floors (2-6)
730 SqFt

date: 01/10/05

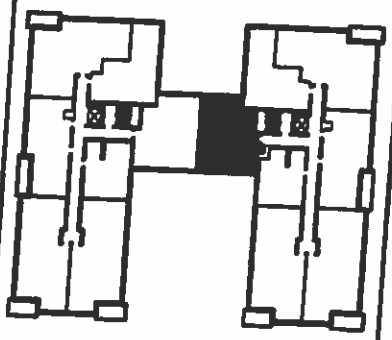
SK-11

Kissena Terrace



UNIT TYPE-A'
APARTMENT #:108, 208, 308, 408, 508, 608.





key plan

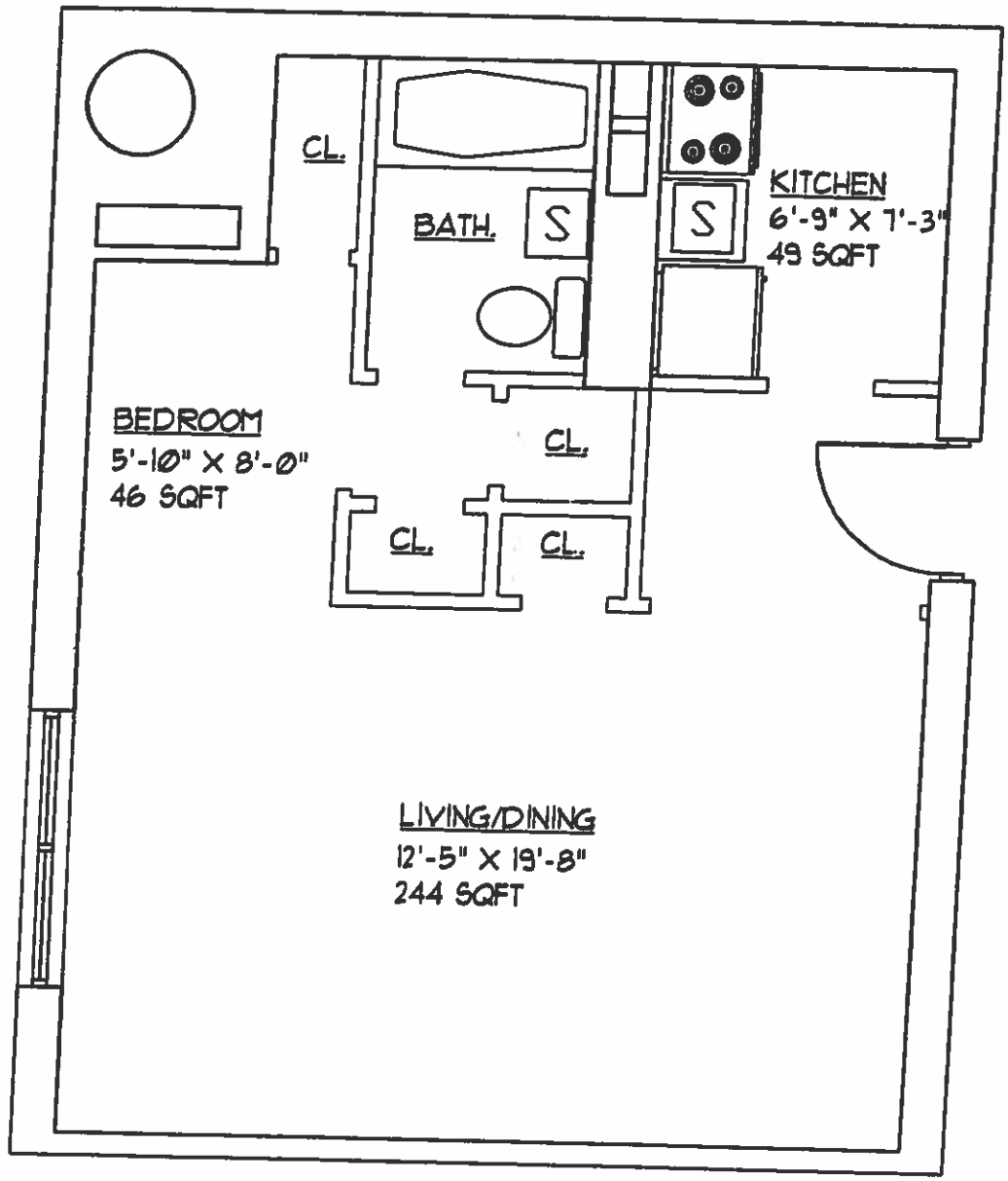
project
Flushing, NY 11355
43-43 Kissena Blvd

drawing
Apartment Type A'
Typical Floors (2-6)
838 SqFt

date
01/10/05

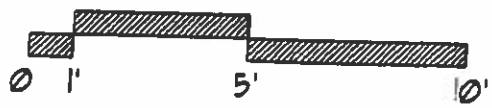
SK-2

Kissena Terrace



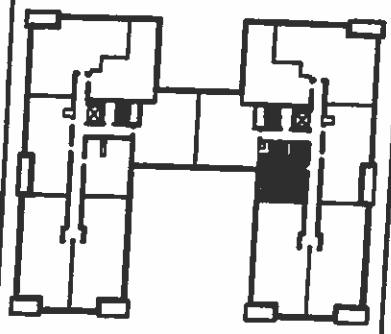
UNIT TYPE-B'

APARTMENT #: 109, 209, 309, 409, 509, 609.





key plan



project

Flushing, NY 11355
43-43 Kissena Blvd

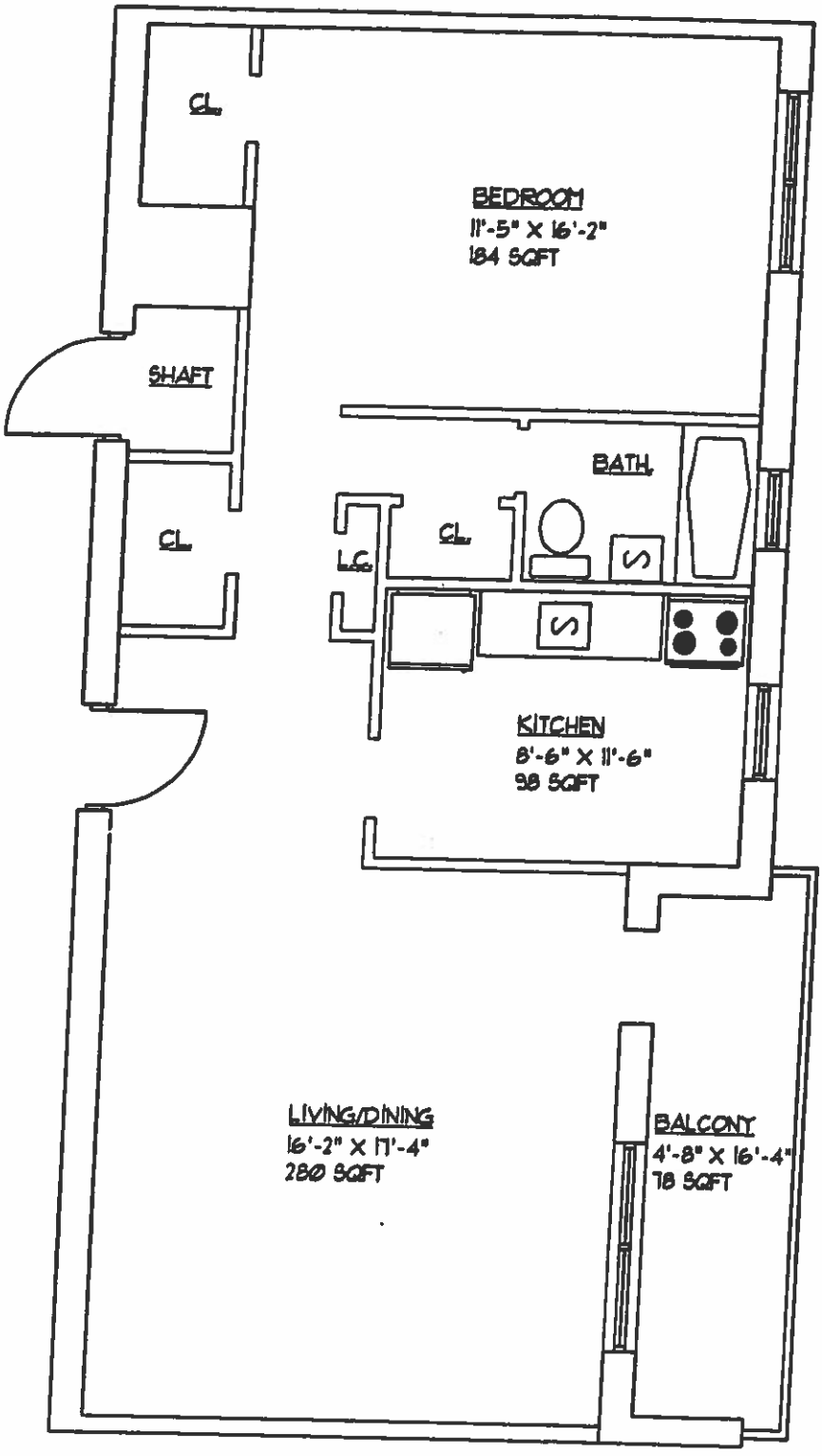
drawing

Apartment Type B'
Typical Floors (2-6)
537 SqFt

date

01/10/05

SK-4



UNIT TYPE-D'

APARTMENT #: 112*, 212, 312, 412, 512, 612.

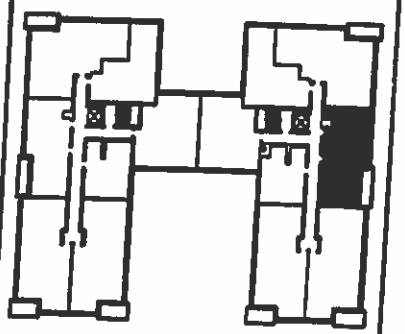
*#112 has no balcony

0 1' 5' 10'

Kissena Terrace

N

key plans



project

Flushing, NY 11355
43-43 Kissena Blvd

drawing

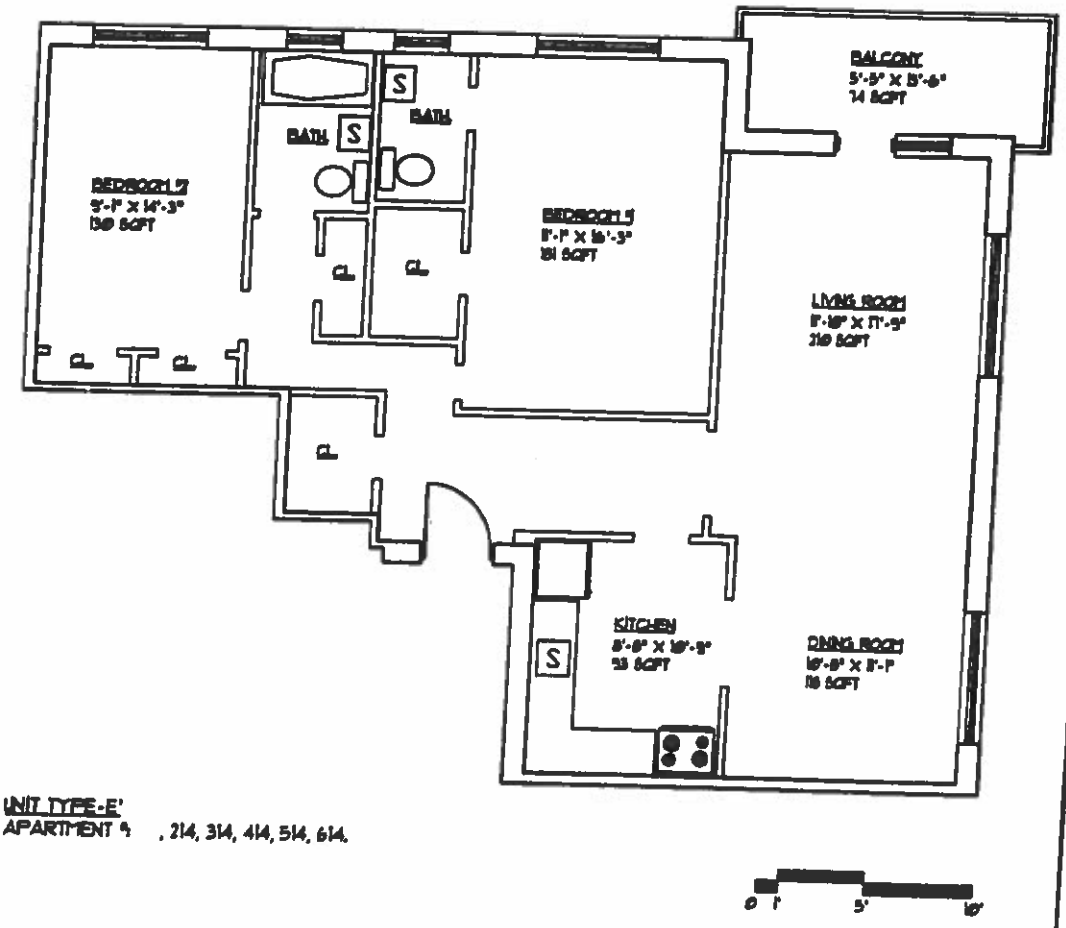
Apartment Type D'
Typical Floors (2-6)
842 SqFt
+ Balcony 78 SqFt

date

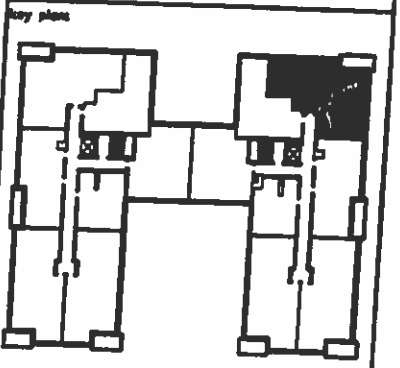
01/10/05

SK-8

Kissena Terrace



UNIT TYPE-E'
APARTMENT 4 , 214, 314, 414, 514, 614.



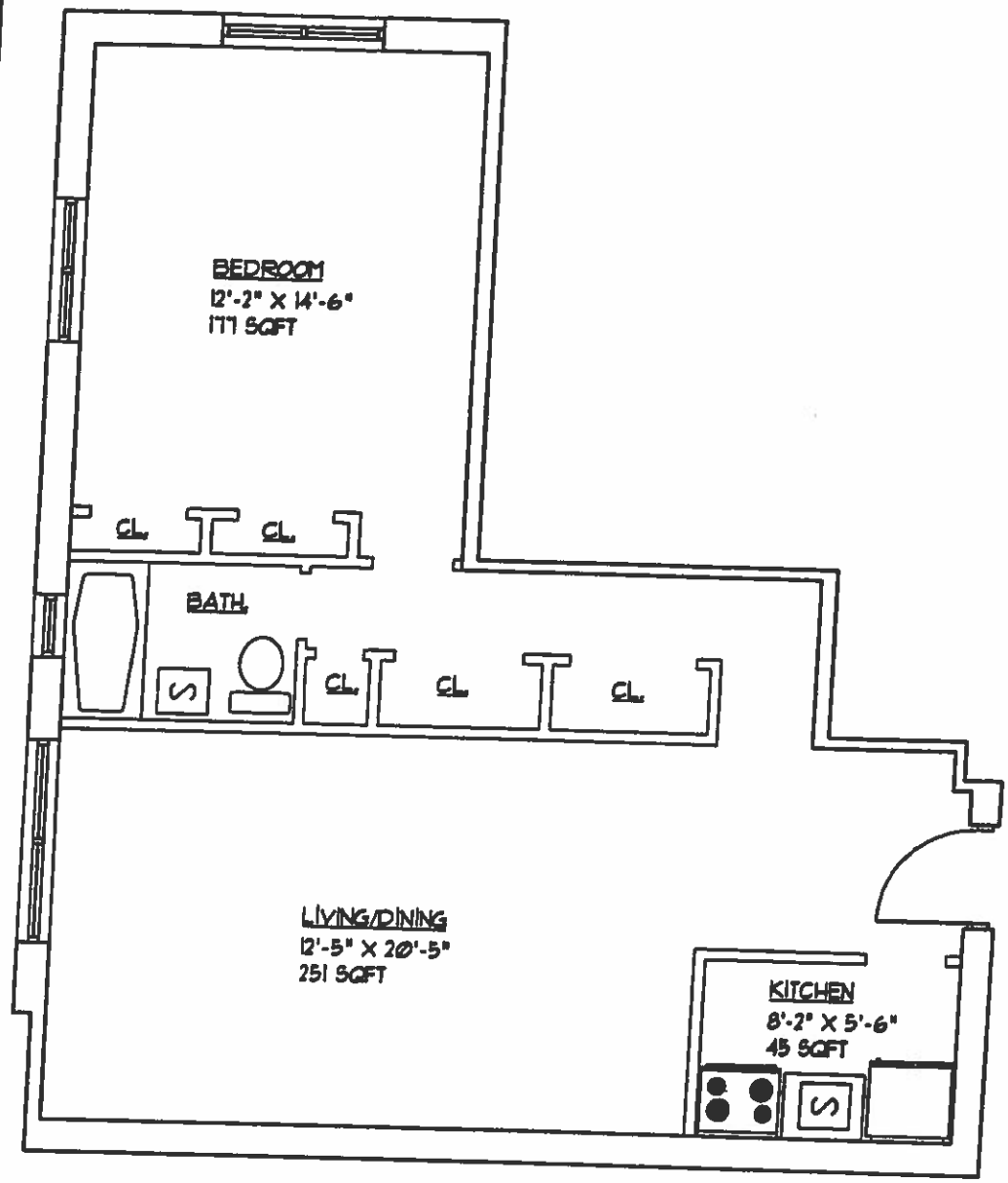
project
Flushing, NY 11355
43-43 Kissena Blvd

drawing
Apartment Type E'
Typical Floors (2-6)
1090 SqFt
+ Balcony 74 SqFt

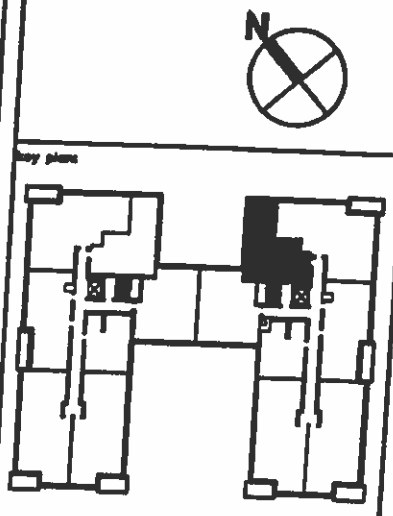
date
01/10/05

SK-10

Kissena Terrace



UNIT TYPE-F'
APARTMENT #: 115, 215, 315, 415, 515, 615.



project
Flushing, NY 11355
43-43 Kissena Blvd

drawing
Apartment Type F'
Typical Floors (2-6)
730 SqFt

date
01/10/05

SK-12

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

CERTIFICATE OF OCCUPANCY REPORT

DATE: 3/14/05

PREMISES: 43-43 KISSENA BOULEVARD
COUNTY: QUEENS
BLOCK: 05185 LOT: 00001

THE FOLLOWING INFORMATION IS ON FILE:

QUEENS BLOCK: 05185 LOT: 00001

CO Q182822
ISSUED 04/12/72
ALT 632/1969
6 STORY, NON-FIREPROOF
79 FAMILY MULTIPLE DWELLING, DOCTOR'S OFFICES AND GARAGE
COMPLETED 01/01/70

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

THE PURPOSE OF THIS REPORT IS TO PROVIDE THE LEGAL OCCUPANCY AS PER LATEST C/O ON FILE. THE ABOVE REPORT MAY NOT INCLUDE THE REPORTING OF MINOR APPLICATIONS WHICH MAY BE INDEXED AGAINST THE ABOVE BLOCK AND LOT BUT DO NOT REQUIRE A NEW C/O OR APPLICATIONS OF ANY KIND THAT ARE INCOMPLETE. A HISTORY OF ALL FILINGS FOR THE ABOVE PARCEL IS AVAILABLE UPON REQUEST FOR AN ADDITIONAL FEE. THERE IS NO LIABILITY ASSUMED FOR ERRORS OR OMISSIONS OF FACT DUE TO THE STATE OF THE PUBLIC RECORD OR THE LIMITS DEFINED HEREIN. THIS PRODUCT IS NOT INTENDED TO ELIMINATE RISKS COVERED BY TOEPP. THIS REPORT IS PREPARED EXCLUSIVELY FOR INTERCOUNTY ABSTRACT ON 3/14/05. 0320-0306SEC6780

This certificate is issued subject to the limitations of the Rules of Standards and Appeals and The City Planning Commission.

PERMISSIBLE USE AND OCCUPANCY

Off-Street Parking Spaces

Off-Street Loading Berths

FROM	TO	LIVE LOAD Lbs. per Sq. Ft.	DEAD LOAD Lbs. per Sq. Ft.	USE	No. of Families
Cellar	On Ground				
1st	1st			Multiple Dwelling "A" & 4 Stores	
2nd thru 6th	2nd			Multiple Dwelling "A"	

THIS CERTIFICATE SHALL ALSO BE CONSIDERED A CERTIFICATE OF COMPLIANCE OR OCCUPANCY UNDER SECTION 301 OF THE MULTIPLE DWELLING LAW.

Sewage Disposal: Sanitary Drainage (DOES) (DOES NOT) Discharge Into Either Sanitary or Combined Sewer

Storm Drainage (DOES) (DOES NOT) Discharge Into Either Storm or Combined Sewer

Borough Superintendent

OFFICE COPY—DEPARTMENT OF BUILDINGS

Inter-County Abstract Corp.
99 Tulip Avenue
Floral Park, NY 11001
Tel (516) 358-2500
Fax (516) 358-2517

February 24, 2006

Dale Weber, Esq.
40-06 Warren Street
Elmhurst, New York 11373

Re: Title Number 0306-SEC-6780BT2
Premises 43-43 Kissena Blvd., Flushing
Purchaser TBA
Seller/Owner Robert Eisenoff,Harry Eisenoff,Joel P. Berger,John M. Downing, John M. Downing, Jr.

Dear Sir/Madam:

We are enclosing copies of the following and/or omitting the exceptions noted below in connection with the above captioned report:

1) ____	TAX SEARCH	7) ____	SURVEY INSPECTION
2) ____	AMENDED DESCRIPTION	8) ____	AMENDED EXCEPTION(S)
3) ____	SURVEY READING	9) ____	AMENDED CERTIFICATION
4) ____	AMENDED SURVEY READING	10) ____	OMIT EXCEPTION(S)
5) ____	SURVEY PRINT	11) ____	ADDED EXCEPTION(S)
6) ____	AMENDED MORTGAGE SCHEDULE	12) XX	UPDATED HOUSING & BUILDING

If you have any questions, feel free to contact us.

Very truly yours,

Michael W. Goodman/ Title Officer mq

MWG:mq
Enclosure

New York State Municipal Department Searches

Revised: 02/24/2006

Title Number **0306-SEC-6780BT2**

All searches and their results are provided at the request of the mortgagee/purchaser or their respective counsels. The Company does not in any event, insure that the buildings or other improvements situate on the premises or their uses either actual or intended, comply with Federal, State or Municipal laws, regulations or ordinances and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following results are hereby provided for informational purposes only.

CERTIFICATE OF OCCUPANCY	Updated Search as of 02/17/06
HOUSING AND BUILDING	Updated Search as of 02/21/06
FIRE SEARCH	Updated Search as of 02/17/06
EMERGENCY REPAIR	Updated Search as of 02/17/06
STREET REPORT	Updated Search as of 02/17/06
HIGHWAY	Updated Search as of 02/17/06
LANDMARK	Updated Search as of 02/17/06

TITLE NO. 0320-0306SEC6780A HB

ABSTRACTERS' INFORMATION SERVICE, INC.

1111 MARCUS AVENUE – SUITE MZ214
LAKE SUCCESS, N.Y. 11042
PHONE (516) 918-4600 FAX (516) 918-4540

VIOLATION SEARCH

Date: 2/21/06

Premises: 43-43 KISSENA BOULEVARD

County: QUEENS

The findings of this search is limited to violation posted against the address(es) shown above and may not include violations posted against other addresses or against a block and lot.

BUILDING DEPT.: A search of the Building Department Records indicate the following violations. Copies and/or an abstract of the violations, if any, are attached.

SEE ATTACHED FOR PENDING VIOLATIONS AS PER SEARCH DATED: 2/8/06

OFFICE OF RENT AND HOUSING MAINTENANCE: A search of the Housing Department Records indicate the following violations. Copies and/or an abstract of the violations, if any, are attached.

SEE ATTACHED FOR PENDING VIOLATIONS AS PER SEARCH DATED: 2/8/06

CLASSIFICATION:

MULTIPLE DWELLING - NO OF APTS. 79

NO OF ROOMS

CLASSIFIED AS HEREAFTER ERECTED CLASS A

REGISTRATION NUMBER: 417982
SC NUMBER: **SC-B NUMBER:**
LAST INSPECTION DATE:

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

ABSTRACTERS INFORMATION SERVICE INC. DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED AND THAT THE INFORMATION RECORDED ABOVE IS A TRUE AND ACCURATE ABSTRACTION OF THE INFORMATION CONTAINED THEREIN. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY. LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE ABOVE GOVERNMENTAL AGENCIES AND SHALL NOT EXCEED A TOTAL OF $1000.00 DOLLARS. NON-COMPLIANCE OF LOCAL LAW 10/81 WHICH INVOLVES PERIODIC ELEVATOR INSPECTIONS PERFORMED BY PRIVATE FIRMS EMPLOYED BY THE OWNER OR HIS AGENT, ARE NOT INCLUDED IN THE ABOVE SEARCH. THIS SEARCH DOES NOT INCLUDE OTHER AGENCIES VIOLATIONS. THIS SEARCH IS PREPARED EXCLUSIVELY FOR INTERCOUNTY ABSTRACT on 2/21/06. 0320-0306SEC6780A

City of New York
Department of Buildings

Search of Outstanding Violations - Local Law #10/81

Copies of existing Local Law #10/81 violations are not available. These Violations are computer generated and have the same text as the following sample.

Violation: 04210411081035 38

NYC DEPARTMENT OF BUILDINGS
LOCAL LAW 10/81 UNIT
60 HUDSON STREET, 14th FLOOR
N.Y.C., N.Y. 10013

SECTIONS 27-998 AND 27-1000 OF THE NYC ADMINISTRATION CODE HAVE BEEN VIOLATED.
CONDITION REPORTED: A REVIEW OF THE REORDS OF THE ELEVATOR DIVISION OF THE DEPARTMENT OF BUILDINGS INDICATES THAT THE FOLLOWING HAS NOT BEEN PERFORMED FOR THE PREMISES AT:
1: THE (1) REQUIRED PERIODIC INSPECTION PER DEVICE BY THE OWNER TO BE PERFORMED BETWEEN JAN 1 AND SEPT 15, HAS NOT BEEN PERFORMED FOR DEVICES.
2: YOU HAVE FAILED TO FILE THE REQUIRED INSPECTION REPORT FOR DEVICES REQUIRED BY SECTION 27-1000.
REMEDY: PAY OUTSTANDING CIVIL PENALTIES PURSUANT TO SECTION 26-125 AND FILE A CURRENT INSPECTION REPORT AS REQUIRED BY SECTION 27-1000.
NOTE: ALL INQUIRIES OF REFERENCE TO THIS VIOLATION SHOULD BE ADDRESSED IN WRITING ONLY TO THE LOCAL LAW 10/81 UNIT.

*****BRIBERY IS A CRIME PUNISHABLE BY IMPRISONMENT AND/OR FINE*****

VIOLATION NO. SS ISSUED TO OWNER/AUTHORIZED AGENT BELOW.
BLDG ACCT NO
FINE ACCT NO
CHARLES M. SMITH, JR. R.A., COMMISSIONER
NOTICE OF VIOLATION

*** THE ABOVE VIOLATIONS MAY RESULT INA PENALTY OF $1035.00 PER ELEVATOR, PER YEAR FOR EACH YEAR IN NON COMPLIANCE.

NYC BUILDINGS

NYC Department of Buildings

DOB Violations

Premises: 43-43 KISSENA BOULEVARD QUEENS BIN: 4117139 Block: 5185 Lot: 1

NUMBER	TYPE	FILE DATE
V* 123102E9011/467430	DOB VIOLATION DISMISSED	12/31/2002
V* 031903LL629127689	DOB VIOLATION DISMISSED	03/19/2003
V* 031903LL629127690	DOB VIOLATION DISMISSED	03/19/2003
V 112503E9444/487035	DOB VIOLATION - ACTIVE	11/25/2003
V 042104LL108103538	DOB VIOLATION - ACTIVE	04/21/2004
V 060705E94444131025	DOB VIOLATION - ACTIVE	06/07/2005
V 060705E94444132326	DOB VIOLATION - ACTIVE	06/07/2005

Previous

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Canter by dialing 311 or (212) NEW YORK outside of New York City.

Block: 05185 Lot: 0001
Address: 43-43 KISSENA BOULEVARD, Queens 11355
Range: 43-43-43-43
CD: 7 Census Tract: 85900
Building Profile:
A Units: 79 B Units: 0
Ownership / Prog: PVT
No. of Stories: 6
MDR #: 417982 HPD#: 671277
Bldg Class: HEREAFTER ERECTED CLASS A
QUEENS

There are 19 Violations. Arranged by category: A class: 8 B class: 10 C class: 1 I class: 0

Date Reported	NOV Issue Date	Hazard Class	Order	Violation ID	Violation Description
09/11/1980	10/27/1980	A	506	0283931	d26-10.01 adm code replace with new the missing turn handle of casement window at pub hall bulkhead north section.
09/11/1980	10/27/1980	A	506	0283932	d26-10.01 adm code replace with new the missing turn handle on casement window pub hall bulkhead south section.
09/11/1980	10/27/1980	A	722	0283933	d26-22.03 adm code post sign on wall of entrance story bearing nam address including apartment number if any, and telephone number o superintendent, janitor or housekeeper.
09/11/1980	10/27/1980	B	506	0283934	d26-10.01 adm code replace with new the missing electric light dobe sty pub hall so section.
06/05/1985	09/03/1985	A	700	0283935	d26-20.08 adm code post a proper notice of smoke detector requirements, in a form approved by the commissioner, at or near the mail box missing 1 sty pub hall.
06/10/1985	09/03/1985	A	529	0283936	d26-10.01 adm code refit the south bathroom door 6 sty east apt 614.
02/04/1986	03/10/1986	B	510	0283937	d26-10.01 adm code & 309 m/d law abate the nuisance consisting of double cylinder key locked 6 sty east apt 614 entrance.
02/13/1986	03/10/1986	B	508	0283938	d26-10.01 adm code repair the broken or defective plastered surfaces and paint in a uniform color clg center room 4 sty northwest apt 404 r252.
03/10/1986	03/31/1986	B	683	0283939	d26-19.05 adm code provide adequate light of not less than 60 watts incandescent or equivalent illumination north section & south section fire stairs, all stys.
06/27/1986	08/04/1986	B	495	0283940	§ 300, 301, 302, m/d law file plans and obtain a certificate of occupancy to legalize the following alteration or restore premises to prior legal condition north apt from entrance court former doctors office at cellar sty used as dental laboratory.
02/09/1988	03/01/1988	B	702	0283941	§ 27-2045 adm code repair or replace the smoke detector missing tenant aurutis 3 sty apt 303.
02/18/1988	03/15/1988	A	491	0283942	§ 300 m/d law file plans and application and legalize the following alteration or restore to the legal condition existing prior to the making of said alteration former doctors office being used as dental laboratory at cellar front north contrary to c of o
03/22/1989	04/18/1989	C	526	0283943	§ 27-2005, 2007 adm code remove the illegal fastening double cylinder lock on entrance door to 6 sty apt 614.
05/01/1990	05/22/1990	B	683	0283944	§ 27-2039 adm code provide adequate light of not less than 60 watts incandescent or equivalent illumination bulkhead of fire stairs north & south section.
05/01/1990	05/22/1990	B	687	0283945	§ 27-2040 adm code install and maintain sufficient light or lights of at least 100 watts incandescent or equivalent each, to light adequately from sunset to sunrise the outhwest yard.

Date Reported	NOV Issue Date	Hazard Class	Order	Violation ID	Violation Description
05/01/1990	05/22/1990	A	691	0283946	§ 27-2042 adm code provide a mirror in self-service elevator arranç so as to enable a person entering, to view inside of elevator numbe cab 3214.
07/01/1997	07/29/1997	B	502	0283947	§ 27-2005 adm code properly repair with similar material the broker defective tread 10 up from bottom stairs northeast court to garage roof.
07/01/1997	07/29/1997	A	778	0283948	§ 27-2104 adm code post and maintain a proper sign on wall of entrance story showing the registration number assigned by the department and the address of the building.
10/27/2005	10/31/2005	B	513	5801779	§ 27-2005 adm code fire escape defective. adjust the dropladder so that it will slide easily in the guide rods north stack center west at fro areaway NOV CERT 2005/11/15

DEPARTMENT OF BUILDINGS NOTICE OF VIOLATION

NAME: J. P. Berger

MAILING ADDRESS:

STREET	CITY	STATE	ZIP CODE
4208 Bell Blvd	Flushing	NY	11361-2862

NEW YORK CITY DEPARTMENT OF BUILDINGS
NOTICE OF VIOLATION(S) AND ORDER TO CORRECT VIOLATION(S)

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ALL REQUESTS FOR REINSPECTION TO REMOVE THIS VIOLATION MUST BE IN WRITING, INCLUDE A COPY OF THE VIOLATION AND BE ADDRESSED TO THE ELEVATOR DIVISION OF THE DEPARTMENT OF BUILDINGS, ATTENTION: VIOLATION REINSPECTION UNIT, 280 BROADWAY, NEW YORK, N.Y. 10007, 4th FLOOR. ALL OTHER INQUIRIES MAY BE DIRECTED TO TEL. # (212) 566-5514.

[signature], AIA
Commissioner
PATRICIA J. LANCASTER

PLACE OF OCCURRENCE: 43-43 Kissena Blvd	BORO: Q	DATE OF VIOLATION	Type	Agency No.	Boro #
No of Stories: / Block: 5185	Lot: 1	11/25/03	E	9444	4
Occupancy at time of inspection: Res.					
SECTIONS VIOLATED: Administrative Code section(s) 27-987 & RS-18		Elevator No. 4P3213			

☑ 27-987 FAILURE TO MAINTAIN (BP7) ☐ 27-987 FAILURE TO MAINTAIN - HAZARDOUS (BP8)

ELEVATOR PART

INSIDE CAR
01. Emergency stop switch
02. Alarm system
03. Car enclosure
04. Side emergency exit
05. Car door/gate
06. Car door/gate contact
07. Door reopening device
08. Car door to landing sill
(09.) Car door gibs
10. Car button station
11. Car lighting
12. Emergency lighting
13. Car mirror
14. Certificate frame
OUTSIDE HOISTWAY
15. Hoistway doors
16. Hoistway door gibs
17. Vision panel
18. Interlocks
19. Parking device
20. Hall button station
21. Indicators
TOP OF CAR
22. Top emergency exit cover
23. Governor release carrier
24. Door hangers & connectors
25. Door operator
26. Normal limits
27. Final limits
28. Guide shoes
29. Counterweight
30. Hoistway
31. Electric wiring
32. Pipes and ducts
33. Overhead & deflector sheave
34. Traveling cable & junction
MACHINE ROOM
35. Machine room
36. Machine room door
37. Controller - selector
38. Reverse phase relay
39. Traction sheave
40. Governor
41. Governor switch
42. Drum
43. Pump unit
44. Generator
45. Slack cable switch
(46.) Hoist cables
47. Governor cable
48. Car counterweight cable
49. Drum counterweight cable
50. Main machine
51. Visual check gears/bearings
52. Machine brake
53. Lighting machine space
54. Machine/disconnect switch
PIT
55. Pit light
56. Pit stop switch
57. Pit
58. Car guide-rails & brackets
59. Cwt. guide-rails & brackets
60. Buffers
61. Car safety & tail rope
62. Underside platform
63. Tension weight
64. Comp. chains, rope & switch
ESCALATOR/MOVING WALK
65. Fire shutters
66. Skirt switch
67. Comb plate teeth
68. Comb plate/threshold switch
69. Handrails
70. Step/tread
71. Key switch
72. Emergency stop button
ALL TYPES
(73.) Entire device
74. Miscellaneous
75. Current five-year test

VIOLATING CONDITION

A. Altered
B. Insufficient
C. Padlocked
D. Unsecured
E. Rubbing
F. Lost motion
G. Improper fuses
(H.) Worn
I. Damaged
J. Misaligned
(K.) Rusted
L. Defective
M. Missing
N. By-passed
O. Dirty
P. No means of access
Q. Unguarded
R. Illegal
S. Not fireretardant
T. Unlabeled
U. Device not tagged
(V.) Not level
W. Unlocked
X. Inoperative
Y. Oil leak
Z. Water leak

SUGGESTED REMEDY

(01.) Adjust
02. Clean
03. Install guards
04. Patch
05. Perform & file test
06. Properly secure
07. Provide
08. Regroove
09. Remove
10. Renew
11. Repair
(12.) Replace
13. Reshackle
14. Seal
15. Shorten
16. Tag device
17. Provide means of access

☐ CEASE USE

ELEVATOR PART	46	73	09
VIOLATING CONDITION	K	V→X	H
SUGGESTED REMEDY	12	01	12

ADDITIONAL INFORMATION: V-X 2nd Floor

I PERSONALLY OBSERVED THE VIOLATING CONDITIONS CITED

A. Yuravitsky
PRINT AGENCY INSPECTOR'S NAME

[signature]
AGENCY INSPECTOR'S SIGNATURE

I understand that the falsification of any statement is a misdemeanor under Section 26-124 of the Administrative Code punishable by a fine or imprisonment or both and may result in disciplinary action by the Department of Buildings.

DEPARTMENT OF BUILDINGS NOTICE OF VIOLATION

NAME: DOWNING, JOHN M

MAILING ADDRESS:

STREET	CITY	STATE	ZIP CODE
43-43 ASH AVE	FLUSHING	N.Y.	11355

NEW YORK CITY DEPARTMENT OF BUILDINGS, NOTICE OF VIOLATION(S) AND ORDER TO CORRECT VIOLATION(S)

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Commissioner
PATRICIA J. LANCASTER, F.A.I.A.

Place of occurrence	Boro:	Date of violation	Type	Agency No.	Boro #
43-43 KISSENA BLVD	Q	6 7 05	8	9444	4
No of stories: 6 — Block: 5185	Lot: 1				

Occupancy at time of inspection: RES

SECTIONS VIOLATED: Administrative Code section(s) 27-987- & RS-18 — Elevator No. 4P3214

- [X] 27-987 Failure to maintain (BP7)
- [ ] 27-987 Failure to maintain - Hazardous (BP8)

ELEVATOR PARTS

INSIDE CAR
01. Emergency stop switch
02. Alarm system
03. Car enclosure
04. Side emergency exit
05. Car door/gate (circled)
06. Car door/gate contact
07. Door reopening device
08. Car floor to landing sill
09. Car floor
10. Car door gibs
11. Car button station
12. Car lighting
13. Emergency lighting
14. Car mirror
15. Certificate frame

OUTSIDE HOISTWAY
16. Hoistway doors
17. Hoistway door gibs
18. Hoistway Doors reinforcements
19. Hoistway Doors Safety Retainer
20. Vision panel
21. Interlocks
22. Parking device
23. Hall button station
24. Indicators

TOP OF CAR
25. Top emergency exit cover
26. Governor release carrier
27. Door hangers & connectors
28. Door operator
29. Normal Limits
30. Final Limits
31. Guide Shoes/Roller Guides
32. Counterweight
33. Hoistway
34. Electric wiring
35. Pipes and ducts
36. Overhead & deflector sheave
37. Traveling cable & junction
38. Car top

MACHINE ROOM
39. Machine room (circled)
40. Machine room door
41. Controller - selector
42. Reverse phase relay
43. Traction sheave
44. Governor
45. Governor switch
46. Drum
47. Pump Unit
48. Drum Machine Limit SW
49. Generators
50. Slack Rope Switch
51. Hoist cables
52. Governor Ropes
53. Car counterweight rope
54. Drum counterweight rope
55. Hoist Machine
56. Hoist Motor
57. Worm/Gear/Bearings
58. Machine brake
59. Lighting machine space
60. Machine Disconnect SW
61. Commutator
62. Motor Brushes
63. NYC device #

PIT
64. Pit light
65. Pit stop switch
66. Pit
67. Car guide-rails & brackets
68. Cwt. Guide-rails & brackets
69. Buffers
70. Car safety & tail rope
71. Underside platform
72. Tension weight
73. Comp. Chains, rope & switch
74. Counter weight run by

ESCALATOR/MOVING WALK
75. Fire shutters
76. Skirt switch
77. Comb plate teeth
78. Comb plate/threshold switch
79. Handrails
80. Step/tread
81. Key switch
82. Emergency stop button

ALL TYPES
83. Entire device
84. Miscellaneous
85. Current five year, tag
86. Current two year, tag

VIOLATING CONDITION

A. Altered
B. Insufficient
C. Padlocked
D. Unsecured
E. Rubbing (circled)
F. Lost motion
G. Improper fuses
H. Worn
I. Damaged
J. Misaligned
K. Rusted
L. Defective
M. Missing
N. By-passed
O. Dirty
P. No means of access (circled)
Q. Unguarded
R. Illegal
S. Not fire retardant
T. Unlabeled
U. Device not tagged
V. Not level
W. Unlocked
X. Inoperative
Y. Oil leak
Z. Water leak
AA. Carbon buildup
BB. Expired tag

SUGGESTED REMEDY

01. Adjust (circled)
02. Clean
03. Install guards
04. Patch
05. Perform & file test
06. Properly secure
07. Provide (circled)
08. Regroove
09. Remove
10. Repair
11. Replace
12. Reshackle
13. Seal
14. Shorten
15. Tag Device
16. Provide means of access

- [ ] FILE APPLICATION AND OBTAIN PERM
- [ ] CEASE USE

ELEVATOR PART	39	05
VIOLATION CONDITION	P	E
SUGGESTED REMEDY	07	01

ADDITIONAL INFORMATION: 05 - CLUTCH HITTING RELEASE ROLLERS

I PERSONALLY OBSERVED THE VIOLATING CONDITIONS CITED

M. Doyle
PRINT AGENCY INSPECTOR'S NAME

AGENCY INSPECTOR'S SIGNATURE

I understand that the falsification of any statement is a misdemeanor under Section 26-124 of the Administrative Code punishable by a fine or imprisonment or both and may result in disciplinary action by the Department of Buildings.

DEPARTMENT OF BUILDINGS NOTICE OF VIOLATION 56-1

NAME:

DOWNING JOHN M

MAILING ADDRESS:

43-43 ASH AVE	FLUSHING	N.Y.	11355
STREET	CITY	STATE	ZIP CODE

NEW YORK CITY DEPARTMENT OF BUILDINGS
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Commissioner
PATRICIA J. LANCASTER, F.A.I.A.

Place of occurrence	Boro:	Date of violation	Type	Agency No.	Boro #
43-43 KISSENA BLVD	Q	6 7 05	E	9444	4
No of stories: 6 / Block: 5185	Lot: 1				
Occupancy at time of inspection:					
SECTIONS VIOLATED: Administrative Code section(s) 27-987- & RS-18		Elevator No. 4P 3213			
☒ 27-987 Failure to maintain (BP7)		☐ 27-987 Failure to maintain - Hazardous (BP8)			

ELEVATOR PARTS

INSIDE CAR
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04. Side emergency exit
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07. Door reopening device
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28. Door operator
29. Normal Limits
30. Final Limits
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32. Counterweight
33. Hoistway
34. Electric wiring
35. Pipes and ducts
36. Overhead & deflector sheave
37. Traveling cable & junction
38. Car top

MACHINE ROOM
(39.) Machine room
40. Machine room door
41. Controller - selector
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45. Governor switch
46. Drum
47. Pump Unit
48. Drum Machine Limit SW
49. Generator
50. Slack Rope Switch
51. Hoist cables
52. Governor Ropes
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57. Worm/Gear/Bearings
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59. Lighting machine space
60. Machine Disconnect SW
61. Commutator
62. Motor Brushes
63. NYC device #

PIT
64. Pit light
65. Pit stop switch
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67. Car guide-rails & brackets
68. Cwt. Guide-rails & brackets
69. Buffers
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72. Tension weight
73. Comp. Chains, rope & switch
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ESCALATOR/MOVING WALK
75. Fire shutters
76. Skirt switch
77. Comb plate teeth
78. Comb plate/threshold switch
79. Handrails
80. Step/tread
81. Key switch
82. Emergency stop button

ALL TYPES
83. Entire device
84. Miscellaneous
85. Current five year, tag
86. Current two year, tag

VIOLATING CONDITION

A. Altered
B. Insufficient
C. Padlocked
D. Unsecured
E. Rubbing
F. Lost motion
G. Improper fuses
H. Worn
I. Damaged
J. Misaligned
K. Rusted
L. Defective
M. Missing
N. By-passed
O. Dirty
(P.) No means of access
Q. Unguarded
R. Illegal
S. Not fire retardant
T. Unlabeled
U. Device not tagged
V. Not level
W. Unlocked
X. Inoperative
Y. Oil leak
Z. Water leak
AA. Carbon buildup
BB. Expired tag

SUGGESTED REMEDY

01. Adjust
02. Clean
03. Install guards
04. Patch
05. Perform & file test
06. Properly secure
07. Provide
08. Regroove
09. Remove
10. Repair
11. Replace
12. Reshackle
13. Seal
14. Shorten
15. Tag Device
(16.) Provide means of access

☐ FILE APPLICATION AND OBTAIN PERMI

☐ CEASE USE

ELEVATOR PART	39
VIOLATION CONDITION	P
SUGGESTED REMEDY	16

ADDITIONAL INFORMATION:

M. DOYLE

PRINT AGENCY INSPECTOR'S NAME

I PERSONALLY OBSERVED THE VIOLATING CONDITIONS CITED

AGENCY INSPECTOR'S SIGNATURE

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TESTING MECHANICS CORP.
ENVIRONMENTAL TESTING AND MONITORING
3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

LAB NO.: 03-1151
PROJECT NUMBER: 101

REPORT OF ASBESTOS CONTAINING MATERIALS
ATTORNEY GENERAL INSPECTION

FOR

KISSENA GARDENS
482-08 BELL BOULEVARD
BAYSIDE, NEW YORK

AT

KISSENA GARDENS
43-43 KISSENA BOULEVARD
FLUSHING, NEW YORK 11355

This report contains a total of twenty eight (28) pages

JANUARY 5, 2004

CLIENT: Kissena Gardens
482-08 Bell Boulevard
Bayside, New York
ATTN: Mr. Bob Eisenoff

SUBJECT: Asbestos Containing Materials Attorney General Inspection at
Kissena Gardens
43-43 Kissena Boulevard
Flushing, New York 11355

INTRODUCTION:

Testing Mechanics Corp. performed an inspection to determine the presence of Asbestos Containing Materials (ACM) in select portions of the above referenced address on December 22, 2003. The building is slated for conversion from rental apartments into co-op style apartments. Specific requirements for this type of asbestos survey include inspection of common areas (halls, laundry rooms, storage rooms, equipment rooms, and custodial rooms) and a minimum of ten percent (10%) of the apartments at the facility.

KEY DEFINITIONS:

The following key definitions are used throughout this report. Knowledge of these definitions is paramount for the user of this report, in order to understand its content:

- **Polarized Light Microscopy (PLM):** An analytical procedure utilized to detect asbestos in suspect materials based on certain optical properties of the asbestos minerals which can be measured.
- **Abatement:** Procedures to control fiber release from an asbestos containing building material. This includes removal, encapsulation, enclosure and repair.
- **Asbestos:** means any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite. Asbestos is a known human carcinogen.
- **Asbestos-Containing Materials (ACM):** Shall mean materials containing more than 1% by weight of asbestos.
- **Non-Friable Organically Bound Material (NOB):** Refers to a wide variety of non-friable building materials embedded in flexible to rigid asphalt or vinyl matrices. This includes floor tile, floor tile mastic, asphalt shingles, roofing materials, etc.
- **Homogeneous Material:**. An homogeneous material is building material which appears similar in color and texture

- **Transmission Electron Microscopy (TEM):** An analytical procedure utilized to detect asbestos in air samples and bulk samples. TEM is required by the New York State Department of Health to prove an NOB material to be non-ACM, if the material is initially determined to be non-ACM by PLM examination.

PROCEDURES:

All accessible common area locations of the property and ten percent (10%) of the apartments were inspected for suspect ACM.

Areas above suspended ceilings, if present, are inspected on a limited basis. Due to visibility restrictions, suspect ACM may be discovered, during demolition activities, above suspended ceilings or behind walls. If this occurs, all demolition activities should cease, and the suspect material tested.

Suspect ACM was sampled and brought back to the laboratory for analysis. Laboratory analysis of suspected materials was performed by Polarized Light Microscopy (PLM) in accordance with the New York State Department Of Health Environmental laboratory Approval Program (ELAP) Certified Method 198.1, PLM Method For Identifying And Quantitating Asbestos In Bulk Samples.

Confirmation analysis of non-friable organically bound (NOB) materials utilizing Quantitative Transmission Electron Microscopy (TEM) was performed for samples which yielded negative results by the PLM method. This confirmation analysis is required by the NYSDOH before treating these materials as non-asbestos.

Unless otherwise specified, all test items are characterized as suspect ACM submitted for asbestos analysis by PLM and were received in an acceptable condition for analysis.

DISCUSSION OF RESULTS

Sketches of the building were generated, and each individual area was given a four digit identification number. The first digit represents the story level. The following three digits represent a sequential space number, allowing for 999 potential spaces for each level. A fifth alpha-numeric character "A", if existent, represents spaces above suspended ceilings. A fifth alpha numeric character "B", if existent, represents spaces behind walls or in pipe chases. These sketches can be found in Appendix D.

The following chart identifies space identification numbers and a common name, if applicable, for the space. It should be noted that only the ground floor level was sketched.

Floor	Room Number	Description of Functional Area
Ground	1001	Wood Shop
Ground	1002	Storage
Ground	1003	Hallway
Ground	1004	Electrical Meter Room
Ground	1005	Water Tank Room

Floor	Room Number	Description of Functional Area
Ground	1006	Bathroom
Ground	1007	Boiler Room
Ground	1008	Laundry Room
Ground	1009	Bathroom
Ground	1010	Hallway
Ground	1011	Telephone Room
Ground	1012	Elevator
Ground	1013	Stairwell
Ground	1014	Lobby/Halls
Ground	1015	Entrance
Ground	1016	Entrance Vestibule
Ground	1017	Mail Room
Ground	1018	Room was Inaccessible
Ground	1019	Room was Inaccessible
Ground	1020	Stairs
Ground	1021	Elevator
Ground	1022	Hallway
Ground	1023	Room was Inaccessible
Ground	1024	Room was Inaccessible
Ground	1025	Laundry Room
Ground	1026	Bathroom
Ground	1027	Hallway
Ground	1028	Hallway
Ground	1029	Room was Inaccessible
Ground	1030	Room was Inaccessible
Ground	1031	Room was Inaccessible
Ground	1032	Hallway
Ground	1033	Garage
1	N/A	Apartment 108
1	N/A	Apartment 110
2	N/A	Apartment 214
3	N/A	Apartment 312
4	N/A	Apartment 412
4	N/A	Apartment 411
4	N/A	Apartment 409
5	N/A	Apartment 512
6	N/A	Apartment 608

During the survey, various suspect asbestos containing materials were grouped into homogeneous areas. An homogeneous area is comprised of suspect asbestos containing materials which appear similar in color and texture. The following list indicates homogeneous materials noted during the survey, and if the material was determined to be ACM by definition (>1% asbestos). In order to be considered positive, one sample of all samples obtained for that area must be positive for asbestos :

HOMOGENOUS AREA#	HOMOGENEOUS MATERIAL DESCRIPTION	STATUS
01	9"x 9" Brown Floor Tile	Positive
02	9"x 9" Red Floor Tile	Positive
03	9"x 9" White w/Dots Floor Tile	Positive
04	9"x 9" White w/Dots Floor Tile Mastic	Positive
05	9"x 9" Red/White Floor Tile Mastic From Halls	Positive
06	9"x 9" Red/Brown Floor Tile	Positive
07	White Air Cell Pipe Wrap	Positive
08	Not Used (White Air Cell Pipe Wrap)	N/A
09	Pipe Joint Cement to White Air Cell Pipe Wrap	Positive
10	Not Used (Pipe Joint Cement to White Air Cell Pipe Wrap)	N/A
11	Wall and Ceiling Plaster	Negative
12	Not Used (Wall and Ceiling Plaster)	N/A
13	Not Used (Wall and Ceiling Plaster)	N/A
14	Not Used (Wall and Ceiling Plaster)	N/A
15	Not Used (Wall and Ceiling Plaster)	N/A
16	Not Used (Wall and Ceiling Plaster)	N/A
17	Not Used (Wall and Ceiling Plaster)	N/A
18	Sheetrock Wallboard System	Negative
19	Not Used (Sheetrock Wallboard System)	N/A
20	Not Used (Sheetrock Wallboard System)	N/A
21	Boiler Insulation – Outer Layer	Positive
22	Boiler Insulation – Inner Layer	Positive
23	Breeching Insulation – Outer Layer	Positive
24	Breeching Insulation – Inner Layer	Positive
25	Peg Board Ceiling	Negative
26	Transite/Backerboard to Elevator Electrical Panel	Positive
27	Kitchen Linoleum Apartment 512	Negative

The following table lists all building locations, floor numbers, suspect ACMS, wall, ceiling and floor constituents, ACM sampling results for the material, friability assessment and applicable comments. Positive ACMs have been highlighted for ease of identification. The room numbers in the table are identified in the drawings in Appendix C.

Some of the areas inspected contain suspended and/or hard plaster ceilings. Inspection above the ceilings, if possible, was attempted. However, due to limited visibility and a very restricted access, it must be noted that additional suspect ACM may be found upon complete removal of the suspended ceilings.

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
Grnd	1001	Wood Shop	Concrete		No	No	
	1001	Wood Shop	Cinder Block		No	No	
	1001	Wood Shop	White Air Cell Pipe Wrap	25 ln	Yes	Yes	
	1001	Wood Shop	Pipe Joint Cement to White Air Cell Pipe Wrap	6 ea	Yes	Yes	
Grnd	1002	Storage	Concrete		No	No	
	1002	Storage	Cinder Block		No	No	
	1002	Storage	White Air Cell Pipe Wrap	140 ln	Yes	Yes	
	1002	Storage	Pipe Joint Cement to White Air Cell Pipe Wrap	40 ea	Yes	Yes	
Grnd	1003	Hallway	9"x 9" Red Floor Tile	258 sf	Yes	No	
	1003	Hallway	9"x 9" Red Floor Tile Mastic	258 sf	Yes	No	
	1003	Hallway	Wall and Ceiling Plaster		No	No	
	1003	Hallway	Concrete		No	No	
	1003	Hallway	White Air Cell Pipe Wrap	144 ln	Yes	Yes	
	1003	Hallway	Pipe Joint Cement to White Air Cell Pipe Wrap	27 ea	Yes	Yes	
Grnd	1004	Electrical Meter Room	Concrete		No	No	
	1004	Electrical Meter Room	Brick		No	No	
	1004	Electrical Meter Room	White Air Cell Pipe Wrap	120 ln	Yes	Yes	
	1004	Electrical Meter Room	Pipe Joint Cement to White Air Cell Pipe Wrap	27 ea	Yes	Yes	
Grnd	1005	Water Tank Room	Concrete		No	No	
	1005	Water Tank Room	Brick		No	No	
	1005	Water Tank Room	White Air Cell Pipe Wrap	60 ln	Yes	Yes	
	1005	Water Tank Room	Pipe Joint Cement to White Air Cell Pipe Wrap	20 ea	Yes	Yes	
Grnd	1006	Bath Room	Ceramic		No	No	
	1006	Bath Room	Plaster		No	No	
	1006	Bath Room	White Air Cell Pipe Wrap	41 ln	Yes	Yes	
Grnd	1007	Boiler Room	Concrete		No	No	
	1007	Boiler Room	Cinder Block		No	No	
	1007	Boiler Room	Wall and Ceiling Plaster		No	No	
	1007	Boiler Room	White Air Cell Pipe Wrap	125 ln	Yes	Yes	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
	1007	Boiler Room	Pipe Joint Cement to White Air Cell Pipe Wrap	25 ea	Yes	Yes	
	1007	Boiler Room	Boiler Insulation – Outer	600 sf	Yes	Yes	Significant Damage
	1007	Boiler Room	Boiler Insulation – Inner	600 sf	Yes	Yes	Significant Damage
	1007	Boiler Room	Breeching Insulation – Outer	145 sq	Yes	Yes	
Grnd	1008	Laundry Room	Breeching Insulation - Inner	145 sq	Yes	Yes	
	1008	Laundry Room	9"x 9" Brown Floor Tile	205 sf	Yes	No	
	1008	Laundry Room	9"x 9" Brown Floor Tile Mastic	205 sf	Yes	No	
	1008	Laundry Room	Wall and Ceiling Plaster		No	No	
	1008	Laundry Room	Brick		No	No	
	1008	Laundry Room	Concrete		No	No	
	1008	Laundry Room	White Air Cell Pipe Wrap	75 ln	Yes	Yes	
Grnd	1009	Bathroom	Pipe Joint Cement to White Air Cell Pipe Wrap	10 ea	Yes	Yes	
	1009	Bathroom	Ceramic		No	No	
	1009	Bathroom	Concrete		No	No	
	1009	Bathroom	White Air Cell Pipe Wrap	8 ln	Yes	Yes	
Grnd	1010	Hallway	Pipe Joint Cement to White Air Cell Pipe Wrap	1 ea	Yes	Yes	
	1010	Hallway	9"x 9" White w/ Dots Floor Tile	180 sf	Yes	No	
	1010	Hallway	9"x 9" White w/ Dots Floor Tile Mastic	180 sf	Yes	No	
	1010	Hallway	Concrete		No	No	
	1010	Hallway	White Air Cell Pipe Wrap	10 ln	Yes	Yes	
Grnd	1011	Telephone Room	Pipe Joint Cement to White Air Cell Pipe Wrap	6 ea	Yes	Yes	
Grnd	1012	Elevator	Concrete		No	No	
	1012	Elevator	12"x 12" White/Black Floor Tile	24 sf	Yes	No	Assumed ACM
	1012	Elevator	12"x 12" White/Black Floor Tile Mastic	24 sf	Yes	No	Assumed ACM
Grnd	1013	Stairwell	Metal		No	No	
	1013	Stairwell	Concrete		No	No	
Grnd	1014	Lobby/Halls	Wall and Ceiling Plaster		No	No	
	1014	Lobby/Halls	Terrazzo Floors		No	No	
			Wall and Ceiling Plaster		No	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
Grnd	1015	Entrance	Terrazzo Floors		No	No	
	1015	Entrance	Wall and Ceiling Plaster		No	No	
Grnd	1016	Entrance Vestibule	Terrazzo Floors		No	No	
	1016	Entrance Vestibule	Wall and Ceiling Plaster		No	No	
	1016	Entrance Vestibule	Pegboard		No	No	
Grnd	1017	Mail Room	Terrazzo Floors		No	No	
	1017	Mail Room	Wall and Ceiling Plaster		No	No	
	1017	Mail Room	Pegboard		No	No	
Grnd	1018	Area Inaccessible					Area Inaccessible
Grnd	1019	Area Inaccessible					Area Inaccessible
Grnd	1020	Stairs	Concrete		No	No	
	1020	Stairs	Wall and Ceiling Plaster		No	No	
Grnd	1021	Elevator	12"x 12" White/Black Floor Tile	24 sf	Yes	No	Assumed ACM
	1021	Elevator	12"x 12" White/Black Floor Tile Mastic	24 sf	Yes	No	Assumed ACM
	1021	Elevator	Metal		No	No	
Grnd	1022	Hallway	Terrazzo Floors		No	No	
	1022	Hallway	Wall and Ceiling Plaster		No	No	
Grnd	1023	Area Inaccessible					Area Inaccessible
Grnd	1024	Area Inaccessible					Area Inaccessible
Grnd	1025	Laundry Room	9"x 9" Red Floor Tile	205 sf	Yes	No	
	1025	Laundry Room	9"x 9" Red Floor Tile Mastic	205 sf	Yes	No	
	1025	Laundry Room	Concrete		No	No	
	1025	Laundry Room	White Air Cell Pipe Wrap	70 ln	Yes	Yes	
	1025	Laundry Room	Pipe Joint Cement to White Air Cell Pipe Wrap	10 ea	Yes	Yes	
Grnd	1026	Bathroom	Ceramic		No	No	
	1026	Bathroom	Concrete		No	No	
	1026	Bathroom	White Air Cell Pipe Wrap	3 ln	Yes	Yes	
	1026	Bathroom	Pipe Joint Cement to White Air Cell Pipe Wrap	3 ea	Yes	Yes	
Grnd	1027	Hallway	9"x 9" White w/Dots Floor Tile	75 sf	Yes	No	
	1027	Hallway	9"x 9" White w/Dots Floor Tile Mastic	75 sf	Yes	No	
	1027	Hallway	Wall and Ceiling Plaster		No	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
	1027	Hallway	Concrete		No	No	
	1027	Hallway	White Air Cell Pipe Wrap	55 ln	Yes	Yes	
	1027	Hallway	Pipe Joint Cement to White Air Cell Pipe Wrap	6 ea	Yes	Yes	
Grnd	1028	Hallway	9"x 9" White w/Dots Floor Tile	156 sf	Yes	No	
	1028	Hallway	9"x 9" White w/Dots Floor Tile Mastic	156 sf	Yes	No	
	1028	Hallway	Wall and Ceiling Plaster		No	No	
	1028	Hallway	White Air Cell Pipe Wrap	75 ln	Yes	Yes	
	1028	Hallway	Pipe Joint Cement to White Air Cell Pipe Wrap	10 ea	Yes	Yes	
Grnd	1029	Area Inaccessible					Area Inaccessible
Grnd	1030	Area Inaccessible					Area Inaccessible
Grnd	1031	Area Inaccessible					Area Inaccessible
Grnd	1032	Included in 1028					
Grnd	1033	Parking Garage	Concrete		No	No	
Grnd	1033	Parking Garage	White Air Cell Pipe Wrap	640 ln	Yes	Yes	
Grnd	1033	Parking Garage	Pipe Joint Cement to White Air Cell Pipe Wrap	150 ea	Yes	Yes	
1 - 6	N/A	Garbage Chute Rooms (Typical)	Concrete		No	No	
		Garbage Chute Rooms (Typical)	Wall and Ceiling Plaster		No	No	
1	N/A	1st Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	1st Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	1st Floor Hall – North	Wall and Ceiling Plaster		No	No	
2	N/A	2nd Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	2nd Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	2nd Floor Hall – North	Wall and Ceiling Plaster		No	No	
3	N/A	3rd Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	3rd Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	3rd Floor Hall – North	Wall and Ceiling Plaster		No	No	
4	N/A	4th Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	4th Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
	N/A	4th Floor Hall – North	Wall and Ceiling Plaster		No	No	
5	N/A	5th Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	5th Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	5th Floor Hall – North	Wall and Ceiling Plaster		No	No	
6	N/A	6th Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	6th Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	6th Floor Hall – North	Wall and Ceiling Plaster		No	No	
1	N/A	1st Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	1st Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	1st Floor Hall – South	Wall and Ceiling Plaster		No	No	
2	N/A	2nd Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	2nd Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	2nd Floor Hall – South	Wall and Ceiling Plaster		No	No	
3	N/A	3rd Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	3rd Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	3rd Floor Hall – South	Wall and Ceiling Plaster		No	No	
4	N/A	4th Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	4th Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	4th Floor Hall – South	Wall and Ceiling Plaster		No	No	
5	N/A	5th Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	5th Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	5th Floor Hall – South	Wall and Ceiling Plaster		No	No	
6	N/A	6th Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	6th Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	6th Floor Hall – South	Wall and Ceiling Plaster		No	No	
Roof	N/A	Elevator Mechanical Room – North	Transite Panel/Backer Board	15 sf	Yes	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
Roof	N/A	Elevator Mechanical Room - South	Transite Panel/Backer Board	15 sf	Yes	No	
1	N/A	Apartment 108	Kitchen Linoleum		No	No	
	N/A	Apartment 108	Hardwood Floors		No	No	
	N/A	Apartment 108	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 108	Ceramic Floor/Wall Tile		No	No	
1	N/A	Apartment 110 (Podiatrist)	Linoleum Sheeting		No	No	
	N/A	Apartment 110 (Podiatrist)	Hardwood Floors		No	No	
	N/A	Apartment 110 (Podiatrist)	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 110 (Podiatrist)	Ceramic Floor/Wall Tile		No	No	
2	N/A	Apartment 214	Linoleum Sheeting		No	No	
	N/A	Apartment 214	Hardwood Floors		No	No	
	N/A	Apartment 214	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 214	Ceramic Floor/Wall Tile		No	No	
3	N/A	Apartment 312	Linoleum Sheeting		No	No	
	N/A	Apartment 312	Hardwood Floors		No	No	
	N/A	Apartment 312	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 312	Ceramic Floor/Wall Tile		No	No	
4	N/A	Apartment 412	Linoleum Sheeting		No	No	
	N/A	Apartment 412	Hardwood Floors		No	No	
	N/A	Apartment 412	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 412	Ceramic Floor/Wall Tile		No	No	
4	N/A	Apartment 411	Linoleum Sheeting		No	No	
	N/A	Apartment 411	Hardwood Floors		No	No	
	N/A	Apartment 411	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 411	Ceramic Floor/Wall Tile		No	No	
4	N/A	Apartment 409	Linoleum Sheeting		No	No	
	N/A	Apartment 409	Hardwood Floors		No	No	
	N/A	Apartment 409	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 409	Ceramic Floor/Wall Tile		No	No	
5	N/A	Apartment 512	Linoleum Sheeting		No	No	
	N/A	Apartment 512	Hardwood Floors		No	No	
	N/A	Apartment 512	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 512	Ceramic Floor/Wall Tile		No	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
6	N/A	Apartment 608	Linoleum Sheeting		No	No	
	N/A	Apartment 608	Hardwood Floors		No	No	
	N/A	Apartment 608	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 608	Ceramic Floor/Wall Tile		No	No	

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Asbestos containing materials were detected throughout common areas of the facility in the form of Floor Tiles, Piping Insulation, Pipe Joint Cement/Valve Packings. It should be noted that this survey was non-destructive in nature and no walls, ceilings or chases were demolished to gain access into these areas. Significant quantities of additional asbestos containing materials should be assumed to exist within walls, ceilings, riser columns and pipe chases.

No exposed friable ACM was detected in any of the apartments inspected. Additional ACM's should be assumed to exist within riser columns and enclosed pipe chases within these areas. As per the direction of the Building Superintendent no destructive sampling was performed within the apartments. Differing types of linoleum sheeting were noted to be present in different apartments. They all appeared to be recently installed and were similar to the sheeting sampled on the 5th floor.

TESTING MECHANICS CORP.
ENVIRONMENTAL TESTING AND MONITORING
3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

CERTIFICATIONS AND SIGNATURES:

We certify that this report is a true and authentic report of results obtained from our tests.

Respectfully submitted,

TESTING MECHANICS CORP.

Paul Calzolano
Project Manager

Carl Vernick, P.E.
President

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Report on sample by client applies only to sample. Report on samples by us applies only to lot sampled.
Information contained herein is not to be used for reproduction except by special permission.
Samples retained for thirty days maximum after date of report unless specifically requested otherwise by client. The liability of the Testing Mechanics Corp. with respect to the services charged for herein, shall in no event exceed the amount of the invoice.

APPENDIX A

PLM LABORATORY RESULTS

TESTING MECHANICS CORP.
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3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

LABORATORY RESULTS

thod: (1) EPA-600/R-93/116/July, 1993/Polarized Light Microscopy
(2) Modified EPA-600/R-93/116/July, 1993/Polarized Light Microscopy
(3) NYSDOH Environmental Laboratory Approval Program (ELAP) Certified Method 198.1, Polarized Light Microscopy Method for Identifying And Quantitating Asbestos In Bulk Samples.

NTIFYING INFORMATION:
OJECT NAME: Kissena Gardens
ENT: Kissena Gardens

TMC ELAP NUMBER: 11018
LAB NUMBER 03-1151
PROJECT NUMBER 101

MPLE ORIGINATION:
MPLING AGENCY: Testing Mechanics Corporation
MPLING SITE: 43-43 Kissena Blvd. Flushing, New York
MBER OF SAMPLES: Twenty-three (23) Bulk Samples

SAMPLING DATE: 12/23/03
DATES ANALYZED: 12/29,30/03

AMPLE UMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPONENTS (%)
[redacted]									Organics #2 [illegible] Acid Soluble [illegible] Acid Insoluble [illegible]
[redacted]									Organics #2 [illegible] Acid Soluble [illegible] Acid Insoluble [illegible]

NAD = No Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

[redacted] is accredited by the New York State Department Of Health (Lab ID # 11018). TMC does not claim that The N.Y.S.D.O.H or any other agency endorses the accuracy of this report. The results contained in this report relate only to the items tested. [redacted] shall not be reproduced except in full, without written approval of Testing Mechanics Corporation. This report may not be used by the client to claim product endorsement by the New York State D.O.H. or any other agency. Unless otherwise specified, all test [illegible] submitted as suspect ACM submitted for asbestos analysis by PLM and were received in an acceptable condition for analysis

[illegible] microscopy is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State [illegible] requires confirmation analysis by quantitative transmission electron microscopy.

[illegible] all test items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

[redacted] = Material is considered an asbestos containing material (greater than 1% asbestos).

[redacted] = Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM.

Reviewed by: [signature]

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Testing Mechanics Corporation

Laboratory Number - 03-1151

Project Number - 101

BORATORY RESULTS - CONTINUED

MPLE MBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPONENTS (%)
									Organics - 25
0	46620	Black, 3	NOB	Room	Window/Door Sheet Rock Mastic	Chrysotile	Trace (<1.0)	Trace (<1.0)	Organics - 81 Acid Soluble Inorganics - 6.0 Acid Insoluble Inorganics - 1
									Organics - 6
									Organics - 6
									Cellulose - 5
									Cellulose - 5

No Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

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ased-light microscopy is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State rtment of Health requires confirmation analysis by quantitative transmission electron microscopy.

s otherwise specified, all test items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

= Material is considered an asbestos containing material (greater than 1% asbestos).

= Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM

Reviewed by: _____

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Testing Mechanics · orporation
Laboratory Numbe · 03-1151
Project Number - 1· 1

BORATORY RESULTS - CONTINUED

AMPLE UMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPO NTS (%)
[redacted]									Cellu Opaques 6
[redacted]									C llulo 3 2 ber lass 7 Cellu Opaques 4 7
11	46634	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	llulose - Trace, Plaster:Opaques - 1 0
12	46635	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 1 0
13	46636	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 1 0
14	46637	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 1 0
15	46638	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 1 0

No Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

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[redacted] is not consistently reliable in detecting Asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State [redacted] requires confirmation analysis by quantitative transmission electron microscopy.

[redacted] all test Items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

[redacted] Material is considered an asbestos containing material (greater than 1% Asbestos).

[redacted] Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM.

Reviewed by: _____

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Testing Mechanics Corporation

Laboratory Number - 03-1

Project Number - 101

ABORATORY RESULTS - CONTINUED

SAMPLE NUMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPONENT (%)
16	46639	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100
17	46640	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100
18	46641	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	None Detected	---	---	Fiberglass - 5.0, Cellulose - 10, Plaster:Opaques - 85
19	46642	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	None Detected	---	---	Fiberglass - 5.0, Cellulose - 10, Plaster:Opaques - 85
20	46643	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	None Detected	---	---	Fiberglass - 5.0, Cellulose - 10, Plaster:Opaques - 85

[redacted]

ND=Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

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Polarized light microscopy is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State Department of Health requires confirmation analysis by quantitative transmission electron microscopy.

Unless otherwise specified, all test items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

[redacted] = Material is considered an asbestos containing material (greater than 1% asbestos).

[redacted] = Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM.

Reviewed by: [redacted]

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Testing Mechanics Corporation
Laboratory Number - 03-1151
Project Number - 101

LABORATORY RESULTS - CONTINUED

SAMPLE NUMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPONENTS (%)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	32.25	[illegible]
25	46648	Brown, 3	FRI	1st Flr	Peg Board Ceiling	None Detected	—	—	Cellulose - 100
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
27	46650	Tan, 3	NOB	5th Flr	Kitchen Linoleum Apartment 512	None Detected Inconclusive	—	—	Organics - 58 Acid Soluble Inorganics - 10 Acid Insoluble Inorganics - 32

- No Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

ing Mechanics Corp. is accredited by the New York State Department Of Health (Lab ID # 11018). TMC does not claim that The N.Y.S.D.O.H or any other agency endorses the accuracy of this report. The results contained in this report relate only to the items tested. report shall not be reproduced except in full, without written approval of Testing Mechanics Corporation. This report may not be used by the client to claim product endorsement by the New York State D.O.H. or any other agency. Unless otherwise specified, all test s are characterized as suspect ACM submitted for asbestos analysis by PLM and were received in an acceptable condition for analysis

ansmission electron microscopy is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e. floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State rtment of Health requires confirmation analysis by quantitative transmission electron microscopy.

ss otherwise specified, all test items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

[redacted] = Material is considered an asbestos containing material (greater than 1% asbestos).

[redacted] = Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM.

Reviewed by: _____

APPENDIX B

CHAIN OF CUSTODY RECORDS

TESTING MECHANICS CORP.

ENVIRONMENTAL TESTING AND MONITORING

3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

M13-12

CLIENT: Kissena Gardens	SAMPLE ADDRESS: 43-43 Kissena Blvd., Flushing, New York		CHAIN OF CUSTODY RECORD	Page# 002
PROJECT NAME:	ASBESTOS PLM	# OF SAMPLES: 27	ANALYZE ALL	ANALYZE UNTIL POSITIVE X
SAMPLING AGENCY: Testing Mechanics Corporation			DATE RECEIVED: 12/23/03	RESULTS DATE REQUESTED: ASAP
SAMPLING DATE: 12/22/03	SAMPLER'S NAME: Terence J. Leahy, Joe DeFilippis		DATE ANALYZED: 12/29,31 03	TEM NOBS?
LAB NUMBER: 03-1151 PROJ NO. 101	SAMPLER'S SIGNATURE:		ANALYST:	YES X NO

01	46624	Brown, 3	NOB	Bsmnt	9"x 9" Brown Floor Tile	cf	44	—	68 (27 As)		
02	46625	Red, 3	NOB	Bsmnt	9"x 9" Red Floor Tile	cf	38	38	27	20	28
03	46626	White, 3	NOB	Bsmnt	9"x 9" White w/Dots Floor Tile	cf	37	37	23	31	9
04	46627	Black, 3	NOB	Bsmnt	9"x 9" White w/Dots Floor Tile Mastic	cf	TMCI	TMCI	81	6.0	16
05	46628	Black, 3	NOB	Bsmnt	9"x 9" Red/White Floor Tile Mastic from Halls	cf	6-6	6-6	67	24.5	6
06	46629	Black, 3	NOB	Bsmnt	9"x 9" Red/Brown Floor Tile Mastic	cf	9.5	9.5	↓68	↓13	9
07	46630	Grey, 3	FRI	Bsmnt	White Air Cell Pipe Wrap	cf	44	44	cell-56		
08	46631	Grey, 3	FRI	Garage	White Air Cell Pipe Wrap	cf	57	57	cell-43		
09	46632	Grey, 3	FRI	Garage	Pipe Joint Cement to White Air Cell Pipe Wrap	cf	27	27	ct:0-63		

RELINQUISHED BY: (PRINT) Terence J. Leahy	RELINQUISHED BY : (SIGN)	DATE/TIME:
RECEIVED BY: (PRINT)	RECEIVED BY: (SIGN)	DATE/TIME:
RELINQUISHED BY: (PRINT)	RELINQUISHED BY : (SIGN)	DATE/TIME:
RECEIVED BY: (PRINT)	RECEIVED BY: (SIGN)	DATE/TIME:

SPECIAL INSTRUCTIONS:

TESTING MECHANICS CORP.
ENVIRONMENTAL TESTING AND MONITORING
3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

CLIENT: Kissena Gardens	SAMPLE ADDRESS: 43-43 Kissena Blvd., Flushing, New York		CHAIN OF CUSTODY RECORD Page 2 Of 3
PROJECT NAME:	ASBESTOS PLM # OF SAMPLES: 27	ANALYZE ALL	ANALYZE UNTIL POSITIVE X
SAMPLING AGENCY: Testing Mechanics Corporation		DATE RECEIVED: 12/23/03	RESULTS DATE REQUESTED: ASAP
SAMPLING DATE: 12/22/03	SAMPLER'S NAME: Terence J. Leahy, Joe DeFilippis	DATE ANALYZED: 12/29/03	TEM NOBS?
LAB NUMBER: 03-1151a PROJ NO. 101	SAMPLER'S SIGNATURE:	ANALYST:	YES X NO

10	46633	Grey, 3	FRI	Bsmnt	Pipe Joint Cement to White Air Cell Pipe Wrap	CH	21	21	cell-21, FS-N CH-40
11	46634	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	NO	-	-	
12	46635	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	NO	-	-	cell-NA, FS-NO
13	46636	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	NO	-	-	
14	46637	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	NO	-	-	
15	46638	Tan, 3	FRI	Bsmnt	Wall and Ceiling PlasterWall and Ceiling Plaster	NO	-	-	
16	46639	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	NO	-	-	
17	46640	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	NO	-	-	
18	46641	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	NO	-	-	
19	46642	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	NO	-	-	FS-5.0, cell-10 PSO

RELINQUISHED BY: (PRINT) Terence J. Leahy	RELINQUISHED BY : (SIGN)	DATE/TIME: 12/23 14
RECEIVED BY: (PRINT)	RECEIVED BY: (SIGN)	DATE/TIME:
RELINQUISHED BY: (PRINT)	RELINQUISHED BY : (SIGN)	DATE/TIME:
RECEIVED BY: (PRINT)	RECEIVED BY: (SIGN)	DATE/TIME:

SPECIAL INSTRUCTIONS:

TESTING MECHANICS CORP.

ENVIRONMENTAL TESTING AND MONITORING

3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

CLIENT: Kissena Gardens	SAMPLE ADDRESS: 43-43 Kissena Blvd., Flushing, New York	CHAIN OF CUSTODY RECORD	Page 3 Of 3
PROJECT NAME:	ASBESTOS PLM	# OF SAMPLES: 27	ANALYZE ALL / ANALYZE UNTIL POSITIVE X
SAMPLING AGENCY: Testing Mechanics Corporation	DATE RECEIVED: 12/23/03		RESULTS DATE REQUESTED: ASAP
SAMPLING DATE: 12/22/03	SAMPLER'S NAME: Terence J. Leahy, Joe DeFilippis	DATE ANALYZED: 12/29/3	TEM NOB'S?
LAB NUMBER: 03-1151 PROJ NO. 101	SAMPLER'S SIGNATURE:	ANALYST:	YES X NO

20	46643	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	NS	—	—	cell-10, FJ-5.30
21	46644	Grey, 3	FRI	Bsmnt	Boiler Insulation – Outer	CA	25	25	cell-13 FJ-12, CA:0-75
22	46645	White, 3	FRI	Bsmnt	Boiler Insulation – Inner	Amo CROC	21 8.0	29	CA:0-71
23	46646	Grey, 3	FRI	Bsmnt	Breeching Insulation – Outer	CA	16	16	FJ-16 CA:0-68
24	46647	White, 3	FRI	Bsmnt	Breeching Insulation – Inner	Chr Amo CROC	5.75 2.5 3.0	32.25	CA:0-67.75
25	46648	Brown, 3	FRI	1st Flr	Peg Board Ceiling	NS	—	—	cell-10.
26	46649	Brown, 3	FRI	Roof MER	Transite/Backerboard to Elevator Electrical Panel	CA	44	44	OPS-56.
27	46650	Tan, 3	NOB	5th Flr	Kitchen Linoleum Apartment 512	NS+	—	—	OS 58 AS:10.

RELINQUISHED BY: (PRINT) Terence J. Leahy		RELINQUISHED BY : (SIGN)	DATE/TIME: 12/23 AM
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RELINQUISHED BY: (PRINT)		RELINQUISHED BY : (SIGN)	DATE/TIME:
RECEIVED BY: (PRINT)		RECEIVED BY: (SIGN)	DATE/TIME:

SPECIAL INSTRUCTIONS:

209

EMSL Analytical Inc. PLM Sheet and Chain of Custody Page 1 Of 1

Client (EMSL's)	Site Address	Date Submitted
Testing Mechanics Corp	Kissena Blvd.	12/20/03
Address	**Work Area**	**Turn Around Time**
3770 Merrick Road Seaford, New York 11783	TMC Project Number: 03-1151 (Terence)	3 - 5 Day
	Fax Results To / **Call Results To** / **Page Results To**	**Number of Samples**
	(516) 221-3810 / (516) 221-3800	2

Analytical Procedure (Circle One)	PLM EPA 600	PLM F.C.	PLM NOB	TEM NOB	Other	Billing #

Sample Number	Location	Sample Description	Comments (All %)
46627	04	9"x 9" White w/Dots Floor Tile Mastic	13
46650	27	Kitchen Linoleum Apartment 512	32

RECEIVED
EMSL ANALYTICAL, INC.
CARLE PLACE, NY
03 DEC 30 AM 10:38

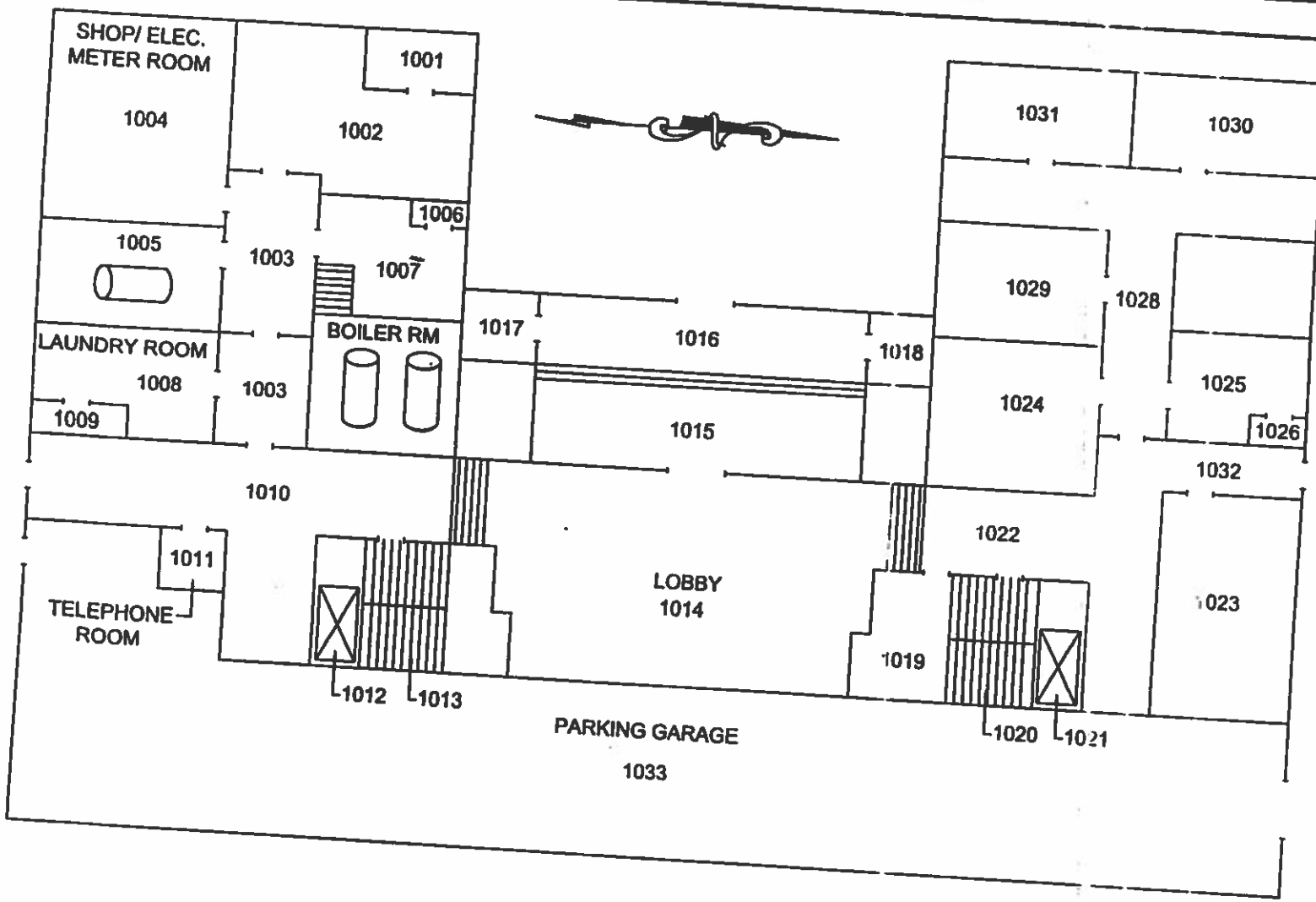
SAMPLES ACCEPTED
FOR ANALYSIS BY
EMSL ANALYTICAL INC.

060305506

Relinquished by (Signature)	Date	Time	Received By (Signature)	Date	Agent Of
	12/20/03	7:00 PM		12/30/03	
Relinquished by (Signature)	Date	Time	Received By (Signature)	Date	Agent Of

APPENDIX C

FLOOR DIAGRAMS



TESTING MECHANICS CORPORATION	
3770 MERRICK ROAD - SEAFORD, L I, NEW YORK - (516) 22 -380(	
43-43 KISSENA BOULEVARD	
FLUSHING, NEW YORK	
SPACE IDENTIFICATION PLAN - LOWER LEVEL	
SCALE: N.T.S.	DATE: DECEMBER, 23, 2003
	REVISED:
JOB NO.	03-1151
PROJECT NO.	

APPENDIX D

TEM/NOB LABORATORY RESULTS

EMSL Analytical, Inc.
205 Stone Hinge Lane, Carle Place, NY 11514
Phone: (516) 997-7251 Fax: (516) 997-7526 Email: carleplacelab@emsl.com

EMSL

Attn: Testing Mechanics Corp.
3770 Merrick Rd.
Seaford, NY 11783-2815
Fax: (516) 221-3810 Phone: (516) 221-3800
Project: Kissena Blvd. TMC Prj: 03-1151 (Terrence)

Customer ID: TEST55
Customer PO:
Received: 12/30/03 10:30 AM
EMSL Order: 060308506
EMSL Project ID:

Analysis Date 1/2/2004

Asbestos Analysis of Non-Friable Organically Bound materials by Transmission Electron Microscopy via NYS ELAP Method 198.4

SAMPLE ID	DESCRIPTION	APPEARANCE	% MATRIX MATERIAL	% NON-ASBESTOS FIBERS	ASBESTOS TYPES		% TOTAL ASBESTOS
46627 *060308506-0001*	04	Fibrous Homogeneous	96.8	None	3.3	Chrysotile	3.3
46650 *060308506-0002*	27	Non-Fibrous Homogeneous	92.0	None		No Asbestos Detected	

Analyst(s)
Daniel Clarke (2)

Michelle McGowan
or other approved signatory

This laboratory is not responsible for % asbestos in total sample when the residue only is submitted for analysis. The above report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL Analytical, Inc.
ACCREDITATIONS: AIHA #102344, NVLAP #101048-10 and NY STATE ELAP #11469

NYTNOB-2

THIS IS THE LAST PAGE OF THE REPORT.

1

TESTING MECHANICS CORP.
ENVIRONMENTAL TESTING AND MONITORING
3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

LAB NO.: 03-1151
PROJECT NUMBER: 101

ADDENDUM NO.1 TO REPORT OF ASBESTOS CONTAINING MATERIALS ATTORNEY GENERAL INSPECTION

FOR

KISSENA GARDENS
482-08 BELL BOULEVARD
BAYSIDE, NEW YORK

AT

KISSENA GARDENS
43-43 KISSENA BOULEVARD
FLUSHING, NEW YORK 11355

This report contains a total of thirty-one (31) pages

AUGUST 11, 2004

CLIENT: Kissena Gardens
482-08 Bell Boulevard
Bayside, New York
ATTN: Mr. Bob Eisenoff

SUBJECT: Addendum #1 Asbestos Containing Materials Attorney General Inspection at Kissena Gardens
43-43 Kissena Boulevard
Flushing, New York 11355

INTRODUCTION:

Testing Mechanics Corp. performed an inspection to determine the presence of Asbestos Containing Materials (ACM) in select portions of the above referenced address on December 22, 2003. The building is slated for conversion from rental apartments into co-op style apartments. Specific requirements for this type of asbestos survey include inspection of common areas (halls, laundry rooms, storage rooms, equipment rooms, and custodial rooms) and a minimum of ten percent (10%) of the apartments at the facility.

KEY DEFINITIONS:

The following key definitions are used throughout this report. Knowledge of these definitions is paramount for the user of this report, in order to understand its content:

- **Polarized Light Microscopy (PLM):** An analytical procedure utilized to detect asbestos in suspect materials based on certain optical properties of the asbestos minerals which can be measured.
- **Abatement:** Procedures to control fiber release from an asbestos containing building material. This includes removal, encapsulation, enclosure and repair.
- **Asbestos:** means any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite. Asbestos is a known human carcinogen.
- **Asbestos-Containing Materials (ACM):** Shall mean materials containing more than 1% by weight of asbestos.
- **Non-Friable Organically Bound Material (NOB):** Refers to a wide variety of non-friable building materials embedded in flexible to rigid asphalt or vinyl matrices. This includes floor tile, floor tile mastic, asphalt shingles, roofing materials, etc.
- **Homogeneous Material:**. An homogeneous material is building material which appears similar in color and texture

- **Transmission Electron Microscopy (TEM):** An analytical procedure utilized to detect asbestos in air samples and bulk samples. TEM is required by the New York State Department of Health to prove an NOB material to be non-ACM, if the material is initially determined to be non-ACM by PLM examination.

PROCEDURES:

All accessible common area locations of the property and ten percent (10%) of the apartments were inspected for suspect ACM.

Areas above suspended ceilings, if present, are inspected on a limited basis. Due to visibility restrictions, suspect ACM may be discovered, during demolition activities, above suspended ceilings or behind walls. If this occurs, all demolition activities should cease, and the suspect material tested.

Suspect ACM was sampled and brought back to the laboratory for analysis. Laboratory analysis of suspected materials was performed by Polarized Light Microscopy (PLM) in accordance with the New York State Department Of Health Environmental laboratory Approval Program (ELAP) Certified Method 198.1, PLM Method For Identifying And Quantitating Asbestos In Bulk Samples.

Confirmation analysis of non-friable organically bound (NOB) materials utilizing Quantitative Transmission Electron Microscopy (TEM) was performed for samples which yielded negative results by the PLM method. This confirmation analysis is required by the NYSDOH before treating these materials as non-asbestos.

Unless otherwise specified, all test items are characterized as suspect ACM submitted for asbestos analysis by PLM and were received in an acceptable condition for analysis.

DISCUSSION OF RESULTS

Sketches of the building were generated, and each individual area was given a four digit identification number. The first digit represents the story level. The following three digits represent a sequential space number, allowing for 999 potential spaces for each level. A fifth alpha-numeric character "A", if existent, represents spaces above suspended ceilings. A fifth alpha numeric character "B", if existent, represents spaces behind walls or in pipe chases. These sketches can be found in Appendix D.

The following chart identifies space identification numbers and a common name, if applicable, for the space. It should be noted that only the ground floor level was sketched.

Floor	Room Number	Description of Functional Area
Ground	1001	Wood Shop
Ground	1002	Storage
Ground	1003	Hallway

Floor	Room Number	Description of Functional Area
Ground	1004	Electrical Meter Room
Ground	1005	Water Tank Room
Ground	1006	Bathroom
Ground	1007	Boiler Room
Ground	1008	Laundry Room
Ground	1009	Bathroom
Ground	1010	Hallway
Ground	1011	Telephone Room
Ground	1012	Elevator
Ground	1013	Stairwell
Ground	1014	Lobby/Halls
Ground	1015	Entrance
Ground	1016	Entrance Vestibule
Ground	1017	Mail Room
Ground	1018	Room was Inaccessible
Ground	1019	Room was Inaccessible
Ground	1020	Stairs
Ground	1021	Elevator
Ground	1022	Hallway
Ground	1023	Room was Inaccessible
Ground	1024	Room was Inaccessible
Ground	1025	Laundry Room
Ground	1026	Bathroom
Ground	1027	Hallway
Ground	1028	Hallway
Ground	1029	Room was Inaccessible
Ground	1030	Room was Inaccessible
Ground	1031	Room was Inaccessible
Ground	1032	Hallway
Ground	1033	Garage
1	N/A	Apartment 108
1	N/A	Apartment 110
2	N/A	Apartment 214
3	N/A	Apartment 312
4	N/A	Apartment 412
4	N/A	Apartment 411
4	N/A	Apartment 409
5	N/A	Apartment 512
6	N/A	Apartment 608

During the survey, various suspect asbestos containing materials were grouped into homogeneous areas. An homogeneous area is comprised of suspect asbestos containing materials which appear

similar in color and texture. The following list indicates homogeneous materials noted during the survey, and if the material was determined to be ACM by definition (>1% asbestos). In order to be considered positive, one sample of all samples obtained for that area must be positive for asbestos :

HOMOGENOUS AREA #	HOMOGENEOUS MATERIAL DESCRIPTION	STATUS
01	9" x 9" Brown Floor Tile	Positive
02	9" x 9" Red Floor Tile	Positive
03	9" x 9" White w/Dots Floor Tile	Positive
04	9" x 9" White w/Dots Floor Tile Mastic	Positive
05	9" x 9" Red/White Floor Tile Mastic From Halls	Positive
06	9" x 9" Red/Brown Floor Tile	Positive
07	White Air Cell Pipe Wrap	Positive
08	Not Used (White Air Cell Pipe Wrap)	N/A
09	Pipe Joint Cement to White Air Cell Pipe Wrap	Positive
10	Not Used (Pipe Joint Cement to White Air Cell Pipe Wrap)	N/A
11	Wall and Ceiling Plaster	Negative
12	Not Used (Wall and Ceiling Plaster)	N/A
13	Not Used (Wall and Ceiling Plaster)	N/A
14	Not Used (Wall and Ceiling Plaster)	N/A
15	Not Used (Wall and Ceiling Plaster)	N/A
16	Not Used (Wall and Ceiling Plaster)	N/A
17	Not Used (Wall and Ceiling Plaster)	N/A
18	Sheetrock Wallboard System	Negative
19	Not Used (Sheetrock Wallboard System)	N/A
20	Not Used (Sheetrock Wallboard System)	N/A
21	Boiler Insulation – Outer Layer	Positive
22	Boiler Insulation – Inner Layer	Positive
23	Breeching Insulation – Outer Layer	Positive
24	Breeching Insulation – Inner Layer	Positive
25	Peg Board Ceiling	Negative
26	Transite Backerboard to Elevator Electrical Panel	Positive
27	Kitchen Linoleum Apartment 512	Negative

Some of the areas inspected contain suspended and/or hard plaster ceilings. Inspection above the ceilings, if possible, was attempted. However, due to limited visibility and a very restricted access, it must be noted that additional suspect ACM may be found upon complete removal of the suspended ceilings.

RECCOMENDATIONS

Significant quantities of asbestos containing materials were identified in maintenance, custodial

and select common areas of the facility. Specifically thermal systems insulation in the form of white air cell pipe wrap and/or associated pipe joint cement were identified in spaces 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1025, 1026, 1027, 1028, and 1033. This material is considered friable and was exposed in the areas inspected. Existing damage, open ends and hangar supports were noted in the majority of custodial/common areas inspected. Although the material was painted the potential for further damage exists insofar as the piping is readily accessible and in some cases was used as a way to store materials (ie lumber stored on top of piping, piping used as hangars, etc.) Additionally, thermal systems insulation in the form of boiler insulation (Outer boiler, Inner boiler and Breeching) was noted in the boiler room. These materials are also considered friable, were exposed, and in the case of the boiler insulation was noted as being significantly damaged. Asbestos containing debris from the boilers was observed on the floors of the boiler room and is an indication of the degree to which these materials are damaged.

Testing Mechanics Corp. recommends at a minimum that these materials be abated (removed) from the facility. Removal provides the best long term solution (as compared to repair, enclosure, encapsulation and Operations and Maintenance) because it completely alleviates the problems and costs associated with maintaining a hazardous material in-place. If the material was to be repaired and left in place, ongoing maintenance and periodic surveillance and inspections will be required to adequately document the status, condition and health hazard associated with this materials existence.

Other asbestos containing materials identified on site include non-friable floor coverings (floor tile, floor tile mastics) and transite panel electric board. While abatement (removal) of these materials provides the best long term solution, these materials can be adequately managed by an Operations and Management (O&M) plan. O&M plans allow for the maintenance of in place asbestos containing materials by providing training, medical monitoring and regulating work practices of those activities that disturb monitored ACM.

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
Grnd	1001	Wood Shop	Concrete		No	No	
	1001	Wood Shop	Cinder Block		No	No	
	1001	Wood Shop	White Air Cell Pipe Wrap	25 ln	Yes	Yes	
	1001	Wood Shop	Pipe Joint Cement to White Air Cell Pipe Wrap	6 ea	Yes	Yes	
Grnd	1002	Storage	Concrete		No	No	
	1002	Storage	Cinder Block		No	No	
	1002	Storage	White Air Cell Pipe Wrap	140 ln	Yes	Yes	
	1002	Storage	Pipe Joint Cement to White Air Cell Pipe Wrap	40 ea	Yes	Yes	
Grnd	1003	Hallway	9"x 9" Red Floor Tile	258 sf	Yes	No	
	1003	Hallway	9"x 9" Red Floor Tile Mastic	258 sf	Yes	No	
	1003	Hallway	Wall and Ceiling Plaster		No	No	
	1003	Hallway	Concrete		No	No	
	1003	Hallway	White Air Cell Pipe Wrap	144 ln	Yes	Yes	
	1003	Hallway	Pipe Joint Cement to White Air Cell Pipe Wrap	27 ea	Yes	Yes	
Grnd	1004	Electrical Meter Room	Concrete		No	No	
	1004	Electrical Meter Room	Brick		No	No	
	1004	Electrical Meter Room	White Air Cell Pipe Wrap	120 ln	Yes	Yes	
	1004	Electrical Meter Room	Pipe Joint Cement to White Air Cell Pipe Wrap	27 ea	Yes	Yes	
Grnd	1005	Water Tank Room	Concrete		No	No	
	1005	Water Tank Room	Brick		No	No	
	1005	Water Tank Room	White Air Cell Pipe Wrap	160 ln	Yes	Yes	
	1005	Water Tank Room	Pipe Joint Cement to White Air Cell Pipe Wrap	20 ea	Yes	Yes	
Grnd	1006	Bath Room	Ceramic		No	No	
	1006	Bath Room	Plaster		No	No	
	1006	Bath Room	White Air Cell Pipe Wrap	41 ln	Yes	Yes	
Grnd	1007	Boiler Room	Concrete		No	No	
	1007	Boiler Room	Cinder Block		No	No	
	1007	Boiler Room	Wall and Ceiling Plaster		No	No	
	1007	Boiler Room	White Air Cell Pipe Wrap	125 ln	Yes	Yes	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
	1007	Boiler Room	Pipe Joint Cement to White Air Cell Pipe Wrap	25 ea	Yes	Yes	
	1007	Boiler Room	Boiler Insulation – Outer	600 sf	Yes	Yes	Significant Damage
	1007	Boiler Room	Boiler Insulation – Inner	600 sf	Yes	Yes	Significant Damage
	1007	Boiler Room	Breeching Insulation – Outer	145 sq	Yes	Yes	
	1007	Boiler Room	Breeching Insulation - Inner	145 sq	Yes	Yes	
Grnd	1008	Laundry Room	9"x 9" Brown Floor Tile	205 sf	Yes	No	
	1008	Laundry Room	9"x 9" Brown Floor Tile Mastic	205 sf	Yes	No	
	1008	Laundry Room	Wall and Ceiling Plaster		No	No	
	1008	Laundry Room	Brick		No	No	
	1008	Laundry Room	Concrete		No	No	
	1008	Laundry Room	White Air Cell Pipe Wrap	75 ln	Yes	Yes	
	1008	Laundry Room	Pipe Joint Cement to White Air Cell Pipe Wrap	10 ea	Yes	Yes	
Grnd	1009	Bathroom	Ceramic		No	No	
	1009	Bathroom	Concrete		No	No	
	1009	Bathroom	White Air Cell Pipe Wrap	8 ln	Yes	Yes	
	1009	Bathroom	Pipe Joint Cement to White Air Cell Pipe Wrap	1 ea	Yes	Yes	
Grnd	1010	Hallway	9"x 9" White w/ Dots Floor Tile	180 sf	Yes	No	
	1010	Hallway	9"x 9" White w/ Dots Floor Tile Mastic	180 sf	Yes	No	
	1010	Hallway	Concrete		No	No	
	1010	Hallway	White Air Cell Pipe Wrap	10 ln	Yes	Yes	
	1010	Hallway	Pipe Joint Cement to White Air Cell Pipe Wrap	6 ea	Yes	Yes	
Grnd	1011	Telephone Room	Concrete		No	No	
Grnd	1012	Elevator	12"x 12" White/Black Floor Tile	24 sf	Yes	No	Assumed ACM
	1012	Elevator	12"x 12" White/Black Floor Tile Mastic	24 sf	Yes	No	Assumed ACM
	1012	Elevator	Metal		No	No	
Grnd	1013	Stairwell	Concrete		No	No	
	1013	Stairwell	Wall and Ceiling Plaster		No	No	
Grnd	1014	Lobby/Halls	Terrazzo Floors		No	No	
	1014	Lobby/Halls	Wall and Ceiling Plaster		No	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
Grnd	1015	Entrance	Terrazzo Floors		No	No	
	1015	Entrance	Wall and Ceiling Plaster		No	No	
Grnd	1016	Entrance Vestibule	Terrazzo Floors		No	No	
	1016	Entrance Vestibule	Wall and Ceiling Plaster		No	No	
	1016	Entrance Vestibule	Pegboard		No	No	
Grnd	1017	Mail Room	Terrazzo Floors		No	No	
	1017	Mail Room	Wall and Ceiling Plaster		No	No	
	1017	Mail Room	Pegboard		No	No	
Grnd	1018	Area Inaccessible					Area Inaccessible
Grnd	1019	Area Inaccessible					Area Inaccessible
Grnd	1020	Stairs	Concrete		No	No	
	1020	Stairs	Wall and Ceiling Plaster		No	No	
Grnd	1021	Elevator	12" x 12" White/Black Floor Tile	24 sf	Yes	No	Assumed ACM
	1021	Elevator	12" x 12" White/Black Floor Tile Mastic	24 sf	Yes	No	Assumed ACM
	1021	Elevator	Metal		No	No	
Grnd	1022	Hallway	Terrazzo Floors		No	No	
	1022	Hallway	Wall and Ceiling Plaster		No	No	
Grnd	1023	Area Inaccessible					Area Inaccessible
Grnd	1024	Area Inaccessible					Area Inaccessible
Grnd	1025	Laundry Room	9" x 9" Red Floor Tile	205 sf	Yes	No	
	1025	Laundry Room	9" x 9" Red Floor Tile Mastic	205 sf	Yes	No	
	1025	Laundry Room	Concrete		No	No	
	1025	Laundry Room	White Air Cell Pipe Wrap	70 lin	Yes	Yes	
	1025	Laundry Room	Pipe Joint Cement to White Air Cell Pipe Wrap	10 ea	Yes	Yes	
Grnd	1026	Bathroom	Ceramic		No	No	
	1026	Bathroom	Concrete		No	No	
	1026	Bathroom	White Air Cell Pipe Wrap	3 lin	Yes	Yes	
	1026	Bathroom	Pipe Joint Cement to White Air Cell Pipe Wrap	3 ea	Yes	Yes	
Grnd	1027	Hallway	9" x 9" White w/Dots Floor Tile	75 sf	Yes	No	
	1027	Hallway	9" x 9" White w/Dots Floor Tile Mastic	75 sf	Yes	No	
	1027	Hallway	Wall and Ceiling Plaster		No	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
	1027	Hallway	Concrete		No	No	
	1027	Hallway	White Air Cell Pipe Wrap	55 in	Yes	Yes	
	1027	Hallway	Pipe Joint Cement to White Air Cell Pipe Wrap	6 ea	Yes	Yes	
Grnd	1028	Hallway	9"x 9" White w/Dots Floor Tile	156 sf	Yes	No	
	1028	Hallway	9"x 9" White w/Dots Floor Tile Mastic	156 sf	Yes	No	
	1028	Hallway	Wall and Ceiling Plaster		No	No	
	1028	Hallway	White Air Cell Pipe Wrap	75 in	Yes	Yes	
	1028	Hallway	Pipe Joint Cement to White Air Cell Pipe Wrap	10 ea	Yes	Yes	
Grnd	1029	Area Inaccessible					Area Inaccessible
Grnd	1030	Area Inaccessible					Area Inaccessible
Grnd	1031	Area Inaccessible					Area Inaccessible
Grnd	1032	Included in 1028					
Grnd	1033	Parking Garage	Concrete		No	No	
Grnd	1033	Parking Garage	White Air Cell Pipe Wrap	640 in	Yes	Yes	
Grnd	1033	Parking Garage	Pipe Joint Cement to White Air Cell Pipe Wrap	150 ea	Yes	Yes	
1 - 6	N/A	Garbage Chute Rooms (Typical)	Concrete		No	No	
		Garbage Chute Rooms (Typical)	Wall and Ceiling Plaster		No	No	
1	N/A	1st Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
1	N/A	1st Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	1st Floor Hall – North	Wall and Ceiling Plaster		No	No	
2	N/A	2nd Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
2	N/A	2nd Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	2nd Floor Hall – North	Wall and Ceiling Plaster		No	No	
3	N/A	3rd Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
3	N/A	3rd Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	3rd Floor Hall – North	Wall and Ceiling Plaster		No	No	
4	N/A	4th Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
	N/A	4th Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	4th Floor Hall – North	Wall and Ceiling Plaster		No	No	
5	N/A	5th Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	5th Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	5th Floor Hall – North	Wall and Ceiling Plaster		No	No	
6	N/A	6th Floor Hall – North	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	6th Floor Hall – North	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	6th Floor Hall – North	Wall and Ceiling Plaster		No	No	
1	N/A	1st Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	1st Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	1st Floor Hall – South	Wall and Ceiling Plaster		No	No	
2	N/A	2nd Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	2nd Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	2nd Floor Hall – South	Wall and Ceiling Plaster		No	No	
3	N/A	3rd Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	3rd Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	3rd Floor Hall – South	Wall and Ceiling Plaster		No	No	
4	N/A	4th Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	4th Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	4th Floor Hall – South	Wall and Ceiling Plaster		No	No	
5	N/A	5th Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	5th Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	5th Floor Hall – South	Wall and Ceiling Plaster		No	No	
6	N/A	6th Floor Hall – South	9"x 9" Red/White Floor Tile	475 sf	Yes	No	
	N/A	6th Floor Hall – South	9"x 9" Red/White Floor Tile Mastic	475 sf	Yes	No	
	N/A	6th Floor Hall – South	Wall and Ceiling Plaster		No	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
Roof	N/A	Elevator Mechanical Room North	Transite Panel/Backer Board	15 sf	Yes	No	
Roof	N/A	Elevator Mechanical Room South	Transite Panel/Backer Board	15 sf	Yes	No	
1	N/A	Apartment 108	Kitchen Linoleum		No	No	
	N/A	Apartment 108	Hardwood Floors		No	No	
	N/A	Apartment 108	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 108	Ceramic Floor/Wall Tile		No	No	
1	N/A	Apartment 110 (Podiatrist)	Linoleum Sheeting		No	No	
	N/A	Apartment 110 (Podiatrist)	Hardwood Floors		No	No	
	N/A	Apartment 110 (Podiatrist)	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 110 (Podiatrist)	Ceramic Floor/Wall Tile		No	No	
2	N/A	Apartment 214	Linoleum Sheeting		No	No	
	N/A	Apartment 214	Hardwood Floors		No	No	
	N/A	Apartment 214	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 214	Ceramic Floor/Wall Tile		No	No	
3	N/A	Apartment 312	Linoleum Sheeting		No	No	
	N/A	Apartment 312	Hardwood Floors		No	No	
	N/A	Apartment 312	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 312	Ceramic Floor/Wall Tile		No	No	
4	N/A	Apartment 412	Linoleum Sheeting		No	No	
	N/A	Apartment 412	Hardwood Floors		No	No	
	N/A	Apartment 412	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 412	Ceramic Floor/Wall Tile		No	No	
4	N/A	Apartment 411	Linoleum Sheeting		No	No	
	N/A	Apartment 411	Hardwood Floors		No	No	
	N/A	Apartment 411	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 411	Ceramic Floor/Wall Tile		No	No	
4	N/A	Apartment 409	Linoleum Sheeting		No	No	
	N/A	Apartment 409	Hardwood Floors		No	No	
	N/A	Apartment 409	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 409	Ceramic Floor/Wall Tile		No	No	
5	N/A	Apartment 512	Linoleum Sheeting		No	No	
	N/A	Apartment 512	Hardwood Floors		No	No	
	N/A	Apartment 512	Sheetrock Wallboard Systems		No	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
	N/A	Apartment 512	Ceramic Floor/Wall Tile		No	No	

Floor No.	Space I.D. #	Space Description	Building Material Description	QTY	ACM?	Friable	Comments
6	N/A	Apartment 608	Linoleum Sheeting		No	No	
	N/A	Apartment 608	Hardwood Floors		No	No	
	N/A	Apartment 608	Sheetrock Wallboard Systems		No	No	
	N/A	Apartment 608	Ceramic Floor/Wall Tile		No	No	

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Asbestos containing materials were detected throughout common areas of the facility in the form of Floor Tiles, Piping Insulation, Pipe Joint Cement/Valve Packings. It should be noted that this survey was non-destructive in nature and no walls, ceilings or chases were demolished to gain access into these areas. Significant quantities of additional asbestos containing materials should be assumed to exist within walls, ceilings, riser columns and pipe chases.

No exposed friable ACM was detected in any of the apartments inspected. Additional ACM's should be assumed to exist within riser columns and enclosed pipe chases within these areas. As per the direction of the Building Superintendent no destructive sampling was performed within the apartments. Differing types of linoleum sheeting were noted to be present in different apartments. They all appeared to be recently installed and were similar to the sheeting sampled on the 5th floor.

TESTING MECHANICS CORP.
ENVIRONMENTAL TESTING AND MONITORING
3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

CERTIFICATIONS AND SIGNATURES:

We certify that this report is a true and authentic report of results obtained from our tests.

Respectfully submitted,

TESTING MECHANICS CORP.

Paul Calzolano
Project Manager

Carl Vernick, P.E.
President

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Report on sample by client applies only to sample. Report on samples by us applies only to lot sampled.
Information contained herein is not to be used for reproduction except by special permission.
Samples retained for thirty days maximum after date of report unless specifically requested otherwise by client. The liability of the Testing Mechanics Corp. with respect to the services charged for herein, shall in no event exceed the amount of the invoice.

APPENDIX A

PLM LABORATORY RESULTS

TESTING MECHANICS CORP.
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3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

LABORATORY RESULTS

hod: (1) EPA-600/R-93/116/July, 1993/Polarized Light Microscopy
(2) Modified EPA-600/R-93/116/July, 1993/Polarized Light Microscopy
(3) NYSDOH Environmental Laboratory Approval Program (ELAP) Certified Method 198.1, Polarized Light Microscopy Method for Identifying And Quantitating Asbestos In Bulk Samples.

NTIFYING INFORMATION:
)JECT NAME: Kissena Gardens
ENT: Kissena Gardens

TMC ELAP NUMBER: 11018
LAB NUMBER 03-1151
PROJECT NUMBER 101

/IPLE ORIGINATION:
/IPLING AGENCY: Testing Mechanics Corporation
/IPLING SITE: 43-43 Kissena Blvd. Flushing, New York
MBER OF SAMPLES: Twenty-three (23) Bulk Samples

SAMPLING DATE: 12/23/03
DATES ANALYZED: 12/29,30/03

AMPLE JMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPONENTS (%)
[redacted]									Organics 27 Acid Soluble Inorganics Acid Insoluble Inorganics
[redacted]									Organics 27 Acid Soluble Inorganics Acid Insoluble Inorganics

Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

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Polarized light microscopy is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State Department of Health requires confirmation analysis by quantitative transmission electron microscopy.

Unless otherwise specified, all test items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

[redacted] = Material is considered an asbestos containing material (greater than 1% asbestos).

[redacted] = Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM.

Reviewed by: [redacted]

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Testing Mechanics Corporation
Laboratory Number - 03-1151
Project Number - 101

BORATORY RESULTS – CONTINUED

AMPLE UMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPONENTS (%)
									Organics - 2 Acid Soluble Inorganics Acid Insoluble Inorganics
C	4662	Black 3	NOB	Roof	Black Tar Material	Chrysotile	Trace (<1.9)	Trace (<1.0)	Organics - 81 Acid Soluble Inorganics - 6.0 Acid Insoluble Inorganics
									Organics - 6 Acid Soluble Inorganics Acid Insoluble Inorganics
									Organics - 6 Acid Soluble Inorganics Acid Insoluble Inorganics
									Cellulose - 55
									Cellulose - 45

No Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

ng Mechanics Corp. is accredited by the New York State Department Of Health (Lab ID # 11018). TMC does not claim that The N.Y.S.D.O.H or any other agency endorses the accuracy of this report. The results contained in this report relate only to the items tested. report shall not be reproduced except in full, without written approval of Testing Mechanics Corporation. This report may not be used by the client to claim product endorsement by the New York State D.O.H. or any other agency. Unless otherwise specified, all test are characterized as suspect ACM submitted for asbestos analysis by PLM and were received in an acceptable condition for analysis

ized light microscopy is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State rtment of Health requires confirmation analysis by quantitative transmission electron microscopy.

s otherwise specified, all test items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

= Material is considered an asbestos containing material (greater than 1% asbestos).

= Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM

Reviewed by: _____

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Testing Mechanics · orporation
Laboratory Numbe · 03-1151
Project Number - 1· 1

ABORATORY RESULTS - CONTINUED

AMPLE UMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPO[illegible]NTS (%)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Cellulose - [illegible], Plaster:Opaques - [illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Cellulose - [illegible], Plaster:Opaques - [illegible]
11	46634	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100
12	46635	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100
13	46636	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100
14	46637	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100
15	46638	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100

NA = Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

[illegible] Corp is accredited by the New York State Department Of Health (Lab ID #11018). TMC does not claim that The N.Y.S.D.O.H or any other agency endorses the accuracy of this report. The results contained in this report relate only to the items tested. [illegible] report shall not be reproduced except in full, without written approval of Testing Mechanics Corporation. This report may not be used by the client to claim product endorsement by the New York State D.O.H. or any other agency. Unless otherwise specified, all bulk [illegible] was characterized as report ACM submitted for asbestos analysis by PLM and were received in an acceptable condition for analysis

[illegible] is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State [illegible] mandates confirmation analysis by quantitative transmission electron microscopy.

[illegible] bulk test items are characterized as report asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

[illegible] = Material is considered an asbestos containing material ([illegible] 1% asbestos).

[illegible] = Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM.

Reviewed by: [illegible]

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Laboratory Number - 03-1 1
Project Number - 101

BORATORY RESULTS - CONTINUED

AMPLE UMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPONENT (%)
16	46639	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100
17	46640	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	None Detected	---	---	Cellulose - Trace, Plaster:Opaques - 100
18	46641	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	None Detected	---	---	Fiberglass - 5.0, Cellulose - 10, Plaster:Opaques - 85
19	46642	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	None Detected	---	---	Fiberglass - 5.0, Cellulose - 10, Plaster:Opaques - 85
20	46643	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	None Detected	---	---	Fiberglass - 5.0, Cellulose - 10, Plaster:Opaques - 85
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

= No Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

ing Mechanics Corp. is accredited by the New York State Department Of Health (Lab ID # 11018). TMC does not claim that The N.Y.S.D.O.H or any other agency endorses the accuracy of this report. The results contained in this report relate only to the items tested. report shall not be reproduced except in full, without written approval of Testing Mechanics Corporation. This report may not be used by the client to claim product endorsement by the New York State D.O.H. or any other agency. Unless otherwise specified, all test s are characterized as suspect ACM submitted for asbestos analysis by PLM and were received in an acceptable condition for analysis

ated light microscopy is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State artment of Health requires confirmation analysis by quantitative transmission electron microscopy.

ess otherwise specified, all test items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

= Material is considered an asbestos containing material (greater than 1% asbestos).

= Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM.

Reviewed by: _____

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Testing Mechanics Corporation
Laboratory Number - 03-1151
Project Number - 101

LABORATORY RESULTS - CONTINUED

SAMPLE NUMBER	TMC ID #	COLOR METHOD	SAMPLE TYPE	SPACE ID #	SAMPLE IDENTIFICATION	ASBESTOS TYPE	ASBESTOS CONTENT (%)	ASBESTOS TOTAL (%)	OTHER COMPONENTS (%)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
25	46648	Brown, 3	FRI	1st Flr	Peg Board Ceiling	None Detected	—	—	Cellulose - 100
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
27	46650	Tan, 3	NOB	5th Flr	Kitchen Linoleum Apartment 512	None Detected Inconclusive	—	—	Organics - 58 Acid Soluble Inorganics - 10 Acid Insoluble Inorganics - 32

- No Asbestos Detected FRI = Friable Sample NOB = Non-Friable Organically Bound Sample N/A = Not Applicable

ing Mechanics Corp. is accredited by the New York State Department Of Health (Lab ID # 11018). TMC does not claim that The N.Y.S.D.O.H or any other agency endorses the accuracy of this report. The results contained in this report relate only to the items tested. report shall not be reproduced except in full, without written approval of Testing Mechanics Corporation. This report may not be used by the client to claim product endorsement by the New York State D.O.H. or any other agency. Unless otherwise specified, all test s are characterized as suspect ACM submitted for asbestos analysis by PLM and were received in an acceptable condition for analysis

ined Light Microscopy is not consistently reliable in detecting asbestos in non-friable organically bound materials (i.e.: floor covering, asphaltic roofing products, etc.). Before these materials can be considered or treated as non-asbestos containing, the New York State rtment of Health requires confirmation analysis by quantitative transmission electron microscopy.

as otherwise specified, all test items are characterized as suspect asbestos containing materials submitted for analysis by PLM and were received in an acceptable condition

= Material is considered an asbestos containing material (greater than 1% asbestos).

= Material is a non-friable organically bound substance. No asbestos was detected by PLM analysis. Additional Analysis by TEM (see above) is required before this material can be treated as non-ACM.

Reviewed by: _____

APPENDIX B

CHAIN OF CUSTODY RECORDS

TESTING MECHANICS CORP.

ENVIRONMENTAL TESTING AND MONITORING

3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

M13-12

CLIENT: Kissena Gardens	SAMPLE ADDRESS: 43-43 Kissena Blvd., Flushing, New York	CHAIN OF CUSTODY RECORD	Page# OF 3
PROJECT NAME:	ASBESTOS PLM # OF SAMPLES: 27	ANALYZE ALL	ANALYZE UNTIL POSITIVE 2%
SAMPLING AGENCY: Testing Mechanics Corporation		DATE RECEIVED: 12/23/03	RESULTS DATE REQUESTED: ASAP
SAMPLING DATE: 12/22/03	SAMPLER'S NAME: Terence J. Leahy, Joe DiFilippis	DATE ANALYZED: 12/29,30 03	ITEM NOS:
LAB NUMBER: 03-1151-PROJ NO. 101	SAMPLER'S SIGNATURE:	ANALYST:	YES X'ING:

01	46624	Brown, 3	NOB	Bsmnt	9"x 9" Brown Floor Tile	CJ	ND	—	68 (27 AS)		
02	46625	Red, 3	NOB	Bsmnt	9"x 9" Red Floor Tile	CJ	38	38	27		
03	46626	White, 3	NOB	Bsmnt	9"x 9" White w/Dots Floor Tile	CJ	37	37	23		
04	46627	Black, 3	NOB	Bsmnt	9"x 9" White w/Dots Floor Tile Mastic	CJ	TM<1	TM<1	81		
05	46628	Black, 3	NOB	Bsmnt	9"x 9" Red/White Floor Tile Mastic from Halls	CJ	6-6	6-6	67		
06	46629	Black, 3	NOB	Bsmnt	9"x 9" Red/Brown Floor Tile Mastic	CJ	9.5	9.5	↓68	↓13	
07	46630	Grey, 3	FRI	Bsmnt	White Air Cell Pipe Wrap	CJ	44	44	cell-56		
08	46631	Grey, 3	FRI	Garage	White Air Cell Pipe Wrap	CJ	57	57	cell-43		
09	46632	Grey, 3	FRI	Garage	Pipe Joint Cement to White Air Cell Pipe Wrap	CJ	27	27	ct:0-63		

RELINQUISHED BY: (PRINT) Terence J. Leahy		RELINQUISHED BY : (SIGN)	DATE/TIME:
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RECEIVED BY: (PRINT)		RECEIVED BY: (SIGN)	DATE/TIME:

SPECIAL INSTRUCTIONS:

TESTING MECHANICS CORP.

ENVIRONMENTAL TESTING AND MONITORING

3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

CLIENT: Kissena Gardens	SAMPLE ADDRESS: 43-43 Kissena Blvd., Flushing, New York		CHAIN OF CUSTODY RECORD	Page 2 Of 3
PROJECT NAME:	ASBESTOS PLM	# OF SAMPLES: 27	ANALYZE ALL	ANALYZE UNTIL POSITIVE X
SAMPLING AGENCY: Testing Mechanics Corporation		DATE RECEIVED: 12/23/03	RESULTS DATE REQUESTED: ASAP	
SAMPLING DATE: 12/22/03	SAMPLER'S NAME: Terence J. Leahy, Joe DeFilippis		DATE ANALYZED: 12/29/03	TEM NOB'S?
LAB NUMBER: 03-1151 PROJ NO. 101	SAMPLER'S SIGNATURE:		ANALYST:	YES X NO

10	46633	Grey, 3	FRI	Bsmnt	Pipe Joint Cement to White Air Cell Pipe Wrap	Ch	21	21	"cell = 21, FG - M Ch: 0 - 4
11	46634	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	ND	-	-	
12	46635	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	ND	-	-	cell - M, FG - ND
13	46636	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	ND	-	-	
14	46637	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	ND	-	-	
15	46638	Tan, 3	FRI	Bsmnt	Wall and Ceiling PlasterWall and Ceiling Plaster	ND	-	-	
16	46639	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	ND	-	-	
17	46640	Tan, 3	FRI	Bsmnt	Wall and Ceiling Plaster	ND	-	-	
18	46641	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	ND	-	-	
19	46642	White, 3	FRI	Bsmnt	Sheetrock Wallboard System	ND	-	-	FG - 5.0, cell - 10, P20

RELINQUISHED BY: (PRINT) Terence J. Leahy		RELINQUISHED BY : (SIGN)	DATE/TIME: 12/23 14
RECEIVED BY: (PRINT)		RECEIVED BY: (SIGN)	DATE/TIME:
RELINQUISHED BY: (PRINT)		RELINQUISHED BY : (SIGN)	DATE/TIME:
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SPECIAL INSTRUCTIONS:

TESTING MECHANICS CORP.

ENVIRONMENTAL TESTING AND MONITORING

3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

CLIENT: Kissena Gardens	SAMPLE ADDRESS: 43-43 Kissena Blvd, Flushing, New York		CHAIN OF CUSTODY RECORD	Page 3 Of 3
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SAMPLING DATE: 12/22/03	SAMPLER'S NAME: Terence J. Leahy, Joe DeFilippis		DATE ANALYZED: 2/29/03	TEM NOB'S?
LAB NUMBER: 03-1151 PROJ NO. 101	SAMPLER'S SIGNATURE:		ANALYST:	YES X NO

20	46643	White, 3	FRI	Bsmnt	Sheetrock Wallboard System		—	—	cell [illegible], FJ-5.[illegible]	
21	46644	Grey, 3	FRI	Bsmnt	Boiler Insulation – Outer		25	25	cell-13 FJ-12	
22	46645	White, 3	FRI	Bsmnt	Boiler Insulation – Inner	Amo case	21, 29.0	29	CT:0-71	
23	46646	Grey, 3	FRI	Bsmnt	Breeching Insulation – Outer		16	16	FJ-16 CT:0-68	
24	46647	White, 3	FRI	Bsmnt	Breeching Insulation – Inner	Chr Amo CMOC	5.75 2.50 3.0	32.25	CT:0-67.75	
25	46649	Brown, 3	FRI	1st Flr	Peg Board Ceiling	NS	—	—	cell-100.	
26	46649	Brown, 3	FRI	Roof MER	Transite/Backerboard to Elevator Electrical Panel		44	44	OPS-56.	
27	46650	Tan, 3	NOB	5th Flr	Kitchen Linoleum Apartment 512	NS+	—	—	OJ 55 AS:10 AT:35	

RELINQUISHED BY: (PRINT) Terence J. Leahy		RELINQUISHED BY : (SIGN)	DATE/TIME: 12/23 2M
RECEIVED BY: (PRINT)		RECEIVED BY: (SIGN)	DATE/TIME:
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RECEIVED BY: (PRINT)		RECEIVED BY: (SIGN)	DATE/TIME:

SPECIAL INSTRUCTIONS:

EMSL Analytical Inc. PLM Sheet and Chain of Custody Page 1 Of 1

Client (EMSL's) Testing Mechanics Corp	Site Address Kissena Blvd.		Date Submitted 12/30/03
Address 3770 Merrick Road Seaford, New York 11783	Work Area TMC Project Number: 03-1151 (Terence)		Turn Around Time 3 - 5 Day
	Fax Results To (516) 221-3810	Call Results To (516) 221-3800	Page Results To	Number of Samples 2
Analytical Procedure (Circle One) PLM EPA 600	PLM P.C.	PLM NOB	TEM NOB	Other	Billing #

Sample Number	Location	Sample Description	Comments (All %)
46627	04	9"x 9" White w/Dots Floor Tile Mastic	13
46650	27	Kitchen Linoleum Apartment 512	32

RECEIVED EMSL ANALYTICAL, INC. CARLE PLACE, NY 03 DEC 30 AM 10:30

SAMPLES ACCEPTED FOR ANALYSIS BY EMSL ANALYTICAL INC.

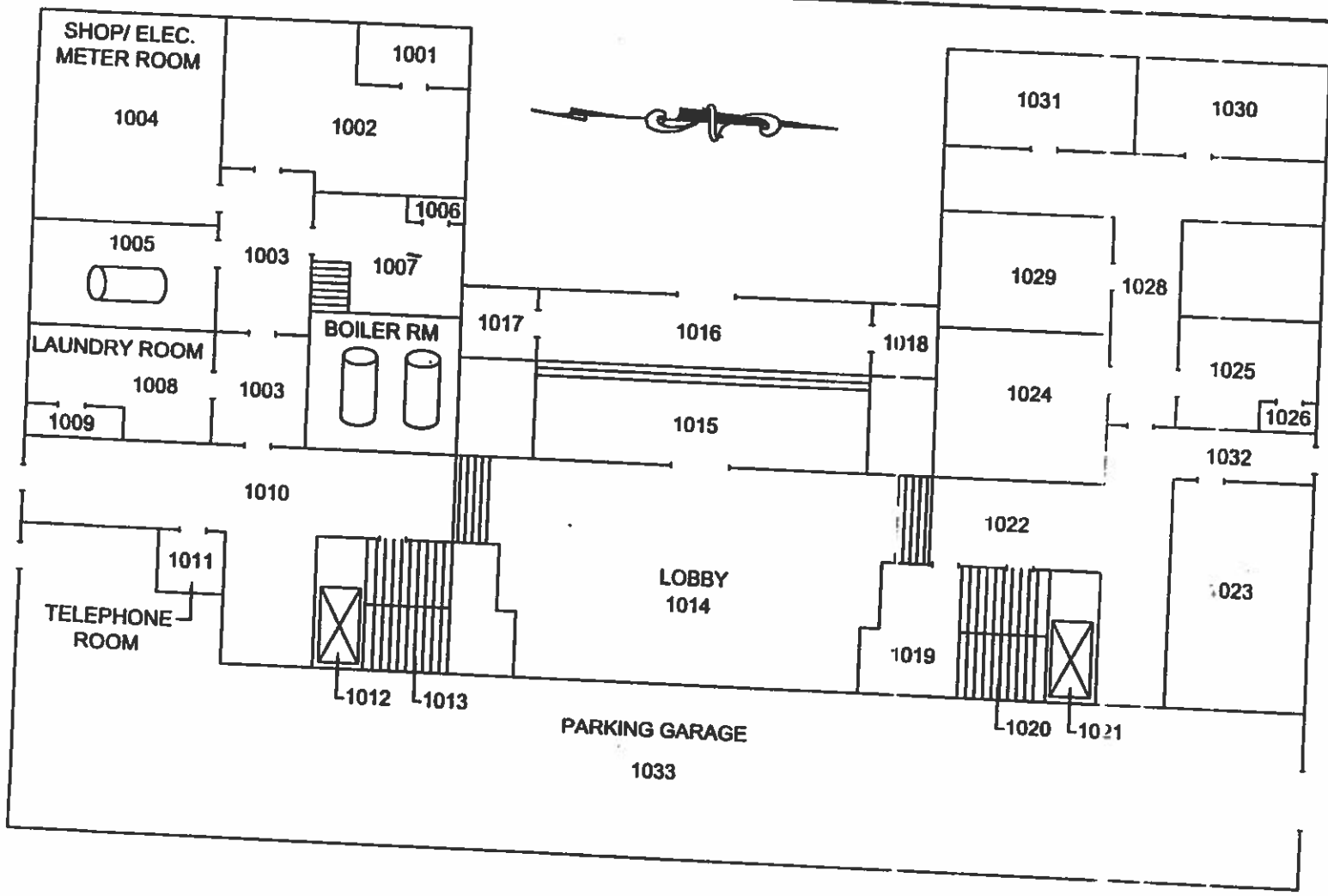
0600305506

Relinquished by (Signature)	Date	Time	Received By (Signature)	Date	Agent Of
	12/30/03	10:30AM		12/30/03	
Relinquished by (Signature)	Date	Time	Received By (Signature)	Date	Agent Of

EMSL 208 Stonehenge Lane Carle Place, NY 11514 Phone (516) 997-7251 Fax (516) 997-7528

APPENDIX C

FLOOR DIAGRAMS



TESTING MECHANICS CORPORATION
3770 MERRICK ROAD - SEAFORD, L I, NEW YORK - (516) 22 -380(

43-43 KISSENA BOULEVARD

FLUSHING, NEW YORK

SPACE IDENTIFICATION PLAN - LOWER LEVEL

SCALE: N.T.S.	DATE: DECEMBER, 23, 2003	JOB NO. 03-1151
	REVISED: JHR	PROJECT NO.

APPENDIX D

TEM/NOB LABORATORY RESULTS

EMSL Analytical, Inc.
208 Stone Hinge Lane, Carle Place, NY 11514
Phone: (516) 997-7251 Fax: (516) 997-7528 Email: carleplacelab@emsl.com

EMSL

Attn: Testing Mechanics Corp
3770 Merrick Rd.
Seaford, NY 11783-2815
Fax: (516) 221-3810 Phone: (516) 221-3800
Project: Kissena Blvd. TMC Prj: 03-1151 (Terrence)

Customer ID: TEST55
Customer PO:
Received: 12/30/03 10:30 AM
EMSL Order: 060308506
EMSL Project ID:

Analysis Date 1/2/2004

Asbestos Analysis of Non-Friable Organically Bound materials by Transmission Electron Microscopy via NYS ELAP Method 198.4

SAMPLE ID	DESCRIPTION	APPEARANCE	% MATRIX MATERIAL	% NON-ASBESTOS FIBERS	ASBESTOS TYPES		% TOTAL ASBESTOS
46627 *060308506-0001*	04	Fibrous Homogeneous	96.8	None	3.3	Chrysotile	3.3
46660 *060308506-0002*	27	Non-Fibrous Homogeneous	92.0	None		No Asbestos Detected	

Analyst(s)
Daniel Clarke (2)

Michelle McGowan
or other approved signatory

This laboratory is not responsible for % asbestos in total sample when the residue only is submitted for analysis. The above report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL Analytical, Inc.
ACCREDITATIONS: AIHA #102344, NVLAP #101048-10 and NY STATE ELAP #11459

NYTNOB-2

THIS IS THE LAST PAGE OF THE REPORT.

1

SCHEDULE K

DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES AT 43-43 KISSENA BOULEVARD, FLUSHING, COUNTY OF QUEENS
AND STATE OF NEW YORK PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

NAME: **KISSENA GARDENS CONDOMINIUM**

SPONSOR: **ROBERT EISENOFF, HARRY EISENOFF, JOEL P. BERGER, JOHN M. DOWNING, AND JOHN M. DOWNING, JR.**
42-08 BELL BOULEVARD
BAYSIDE, NEW YORK 11361

DATE OF DECLARATION:..... _____, 200____

DALE ROBERTA WEBER, ESQ.
Attorney for the Sponsor
40-06 Warren Street
Elmhurst, New York 11373

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PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF ROBERT EISENOFF, HARRY EISENOFF, JOEL P. BERGER, JOHN M. DOWNING, AND JOHN M. DOWNING, JR. PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

In Elmhurst, County of Queens, State of New York on the _____ day of _____, 200__, Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr., whose principal place of business is situated in Bayside, County of Queens, State of New York, hereinafter referred to as the "Owner", are fully empowered and qualified to execute this Declaration and do hereby state:

ARTICLE FIRST
Submission of Property

By this Declaration the Owner submits the property described in this Declaration, including the land, 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.

ARTICLE SECOND
Description of Property

The Owner owns all that certain plot, piece or parcel of land, with the Building and improvements thereon erected, situate, lying and being in County of Queens and State of New York, and more particularly bounded and described on Exhibit A annexed hereto and made a part hereof. The Building is located in the Borough of Queens, Block 5185, Lot 1. The use for which the Building and the units are intended is mixed residential, professional, and parking use. There are eighty residential units, one superintendent's apartment, one porter's apartment, six professional units, and twenty-nine garage units and one garage space allocated to the Superintendent in this Building. It is six stories high with a lower level "lobby" floor. The lower level "lobby" floor contains doctors' offices as well as service areas for the Building including the laundry room, boiler room, water pump room, storerooms, compactor rooms, superintendent's office, and garage; the first floor contains residential units and doctors' offices; the second floor through sixth floor contain residential units. The property contains one large center courtyard, two small courts or sitting areas and a rear yard. There are two elevators and two interior stairs in the Building. The Building is principally constructed of concrete, masonry, wood beams and joists, rocklath and plaster.

ARTICLE THIRD
Definitions

(a) The Owner of each Unit is hereinafter referred to as the "Unit Owner". Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, majority vote of such owners shall be necessary to cast the Unit Owner's vote referred to in paragraph EIGHTH of this Declaration.

(b) A "Unit" as hereinafter referred to shall be defined as follows: Each Unit is measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from the lower surface of the floor of the Unit to the exterior surface of the ceiling of the Unit. Doors, windows, interior walls and electric fixtures which abut a Unit are part of the Unit. The description of Units set forth herein pertains to the location of the walls, floors and ceilings of the Units as they are finally set forth in the Building plans to be filed simultaneously with the recording of this Declaration.

(c) "Party Wall" as hereinafter referred to shall be defined as a wall that is common to and separates two Units.

(d) "Condominium" as hereinafter referred to shall mean KISSENA GARDENS CONDOMINIUM that is composed of the Unit Owners.

(e) The terms "Unit" and "Unit Owner" as used herein shall be construed to mean Unit and Unit Owner as defined in Section 339-e of Article 9-B of the Real Property Law of the State of New York.

ARTICLE FOURTH
Community

The Owner owns the parcel of land described above, a Condominium Unit Community known as KISSENA GARDENS CONDOMINIUM according to the Plans filed simultaneously with the recording of this Declaration in the Office of the Register of the County of Queens, which Plans set forth a description of the Building, stating the number of stories and number of Units. The Condominium will consist of eighty Residential Units, six professional units, and twenty-nine garage units as well as one superintendent's apartment, one parking space in the garage allocated to the superintendent.

For the purposes of describing the location of the Units, approximate area, type and number of rooms of each Unit and the common elements to which each Unit has immediate access, each Unit is described in Exhibit B attached hereto. Each Unit will be sold to one or more Owners, each Owner obtaining a fee ownership in, and exclusive

right of possession of the Unit (and Right of Occupancy and possession of the Residential Unit), together with an undivided interest in the common elements of the Community, 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 aforesaid Community has a total plot area of approximately 29,070 square feet.

ARTICLE FIFTH
Common Elements

The Common Elements of the Community will consist of all of the Community, except the Units, including, but without limitations, outside walls and roofs of the Building, the land, Building and improvements (other than the Units) comprising the community (including the land under the Units and under the improvements). In addition, the common elements consist of all other parts of the Property and all apparatus and installments existing in the Building on the Property for common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property.

Irrevocably Restricted Areas Limited Common Elements

Certain portions of the common elements are irrevocably restricted in use to specified Unit Owners, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a Unit or common element and subject to the rules of the Board of Managers (see By-Laws, Article VIII). Any portion of the common elements that is not restricted in use may be used by any Unit Owner. The common elements are not subject to partition nor are they severable from the Units except in accordance with Real Property Law. Following are detailed descriptions of the irrevocably restricted common elements:

1. The balcony or terrace located adjacent certain Units is restricted in use to the Owner of such Unit.

2. One large center courtyard, two small courts or sitting areas and a rear yard is restricted in use to the owners of the Residential Units.

3. One Superintendent's Unit restricted in use and occupancy to the superintendent and his family.

4. One garage parking space allocated to the superintendent restricted in use to the superintendent.

The Common Elements shall remain undivided, and no Unit Owner or any other person shall bring, or shall have the right to bring, any action for partition or division

thereof, except as is expressly permitted pursuant to the terms of this Declaration and the By-Laws of the Condominium.

The percentage of the individual interest in the common elements established herein shall not be changed except with the consent of all of the Unit Owners affected expressed in a duly recorded amendment to this Declaration.

The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE SIXTH
Easements

All pipes, wires, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. Any portion of such pipes, wires, conduits and public utility lines located in the common elements including electrical meter banks located on the exterior of a Unit and servicing one or more other Units, will be owned in common by the Unit Owners. The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are restricted or not.

The Owner, its successors, assigns, and purchasers, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the common elements of the Condominium for the purpose of completing construction and sale of Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the common elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Owner, its successors, assigns, and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the common elements. Finally, the Owner, its successors, assigns and purchasers reserve the right to continue to use the common elements and any facilities, sales offices, model units, signs and parking spaces located on the common elements, in its efforts to market Units in the Condominium. This paragraph shall not be amended without the consent of the Owner.

ARTICLE SEVENTH
Service of Process

Service of process on the Unit Owners in any action with relation to the common elements shall be made to the Secretary of State as agent of the corporation or to the Board of Managers of KISSENA GARDENS CONDOMINIUM, 43-43 Kissena Boulevard, Flushing, New York. Service of process shall be made personally delivering

to and leaving with him or her or his or her deputy, or with any person authorized by the Secretary of State to receive such service, at the office of the Department of State in the city of Albany, duplicate copies of such process together with the statutory fee, which shall be a taxable disbursement. Service of process on such corporation or Board of Managers shall be complete when the Secretary of State is so served. The Secretary of State shall promptly send one of such copies by certified mail, return receipt requested, to such corporation or Board of Managers, at the post office address, on file in the Department of State, specified for such purpose. Nothing in this Article shall affect the right to serve process in any other manner permitted by law. The corporation or Board of Managers shall also file with the Secretary of State the name and post office address within or without this state to which the Secretary of State shall mail a copy of any process against it served upon the Secretary of State and shall update the filing as necessary.

ARTICLE EIGHTH
Common Interest

Each Unit Owner shall have such percentage interest in the common elements as is set forth in Exhibit B attached hereto and shall bear such percentage of the common expenses of the Condominium. Each Unit Owner shall have one vote for all voting purposes at any meeting of the Unit Owners. The percentage of interest of each Unit in the common elements 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 Unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular Unit.

ARTICLE NINTH
Administration

The administration of the Condominium, the Community and the 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 "C".

ARTICLE TENTH
Amendments and Withdrawals

(a) 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 Unit Owners in number and in common interest and first mortgagees, if any, of each of these same Units agree to such revocation or removal of the property from the Plan by duly recorded instruments

(b) The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of eighty (80%) percent of

the Unit Owners in number held at a duly called meeting of the Unit Owners, provided, however, that:

(i) no amendment shall change any condominium parcel, nor a Unit Owner's proportionate share of the common charges, nor the voting rights appurtenant to any Unit, unless all of the record owner(s) in number and common interest thereof and the first mortgagees, if any, of each of these Units agree to such revocation by recorded instrument;

(ii) no amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the 60-day period, such presumption will be deemed conclusive.

(c) Any amendment to this Declaration shall not take effect until it is recorded in the Office of the Register of the County of Queens.

Irrespective 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.

ARTICLE ELEVENTH
Subject to Declaration, By-Laws, etc.

All present and future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Community in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Community or the mere act of occupancy of any of said 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 land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE TWELFTH
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 Unit Owner shall constitute a lien on his Unit prior to all other

liens except: (a) tax or assessment liens on the Unit by the taxing subdivisions of any governmental authority, including but not limited to State, County, City and School

District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be charged to all Unit Owners as a common expense. However, where the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of common charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of common charges will be charged to all other Unit Owners as a common expense. The term "institutional mortgage" herein used shall mean 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 Owner to a purchaser of a Unit or in which the Owner participates with one of the above.

Every Unit Owner shall pay the common charges assessed against him when due and no Unit Owner may exempt himself from liability for the payment of the common charges assessed against him by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Unit. However, no Unit Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

ARTICLE THIRTEENTH
Units Acquired by the Board

In the event any Unit Owner shall convey his Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

In order to carry out the provisions of this paragraph each Unit Owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease,

sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

ARTICLE FOURTEENTH
Encroachments

The Unit Owners agree that if any portion of a Unit or the common elements (whether restricted in use to an individual Unit Owner or not) 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 Unit Owners agree that encroachments of any portion of the Unit or the common elements as aforedescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

ARTICLE FIFTEENTH
Unit Ownership

Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as he ceases to own the Unit for any reason.

ARTICLE SIXTEENTH
Conveyance of a Unit

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. 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 Units 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 either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

ARTICLE SEVENTEENTH
Covenants and Restrictions

The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(a) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance.

(b) No alterations to the exterior of the Unit or any part of the common elements may be made and no structure may be built on any portion of the common elements or restricted common elements without the written consent of the Board of Managers. No alterations to the inside of a Unit that would impair the structural soundness of the Building may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested, to the Management Agent, if any, or to the President of the Board of Managers, if no Management Agent is employed. The Board of Managers shall have the obligation to answer within sixty (60) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The provisions of this paragraph shall not apply to Sponsor. However, Sponsor shall not make alterations that would impair the structural soundness of a Unit or the Common Elements.

(c) Any Unit Owner who mortgages his Unit shall notify the Board of Managers providing the name and address of his mortgagee.

(d) The Board of Managers shall, at the request of the mortgagee of the Unit, report any unpaid common charges due from the Unit Owner of such Unit.

(e) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(g) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(h) The common charges shall be paid when due.

(i) Each Garage Unit shall be owned only by a Residential Unit Owner or a Professional Unit Owner. An Owner of a Garage Unit shall have the right to sell or lease the parking space to another Residential Unit Owner or Professional Unit Owner only. Garage Units may only be used by a Unit Owner, a person permitted to occupy the Garage Unit under a rent stabilized lease or under the By-Laws, the superintendent or the porter, or the Sponsor or its designee. Notwithstanding the foregoing, Sponsor or its designee, as owner of an Unsold Garage Unit, may sell or lease the Unsold Garage Unit to anyone, subject to the rights of occupants of the Building under the Multiple Dwelling Law.

The use of Units shall be as follows:

1. Each Residential Unit shall be used as a residence only; each Professional Unit shall be used as a doctor's office only; each Garage Unit shall be used for parking of passenger cars only.

2. No Unit Owner may alter the landscaping located on the common elements.

3. Any other restrictions set forth in the By-Laws.

ARTICLE EIGHTEENTH
Reservation of Air Rights and Future Development Rights

The Sponsor reserves for itself all current and future transferable development rights, including air rights, pertaining to the land and Building. If a casualty occurs and the Building is substantially damaged or destroyed, the Condominium may, if it so elects, rebuild the Building but only to the extent of its current configuration and size. In addition, if all or any part of the Property is condemned by eminent domain, Sponsor shall be entitled to institute a separate claim in any condemnation proceeding for the value of the development rights including air rights, pertaining to the land and Building, but only if such award shall be made by the condemnation court in addition to, and shall not result in any reduction of, the award made by it for the Property to the Condominium Board or any individual Unit Owners. The Building may not encroach on any of the air rights retained by Sponsor.

ARTICLE NINETEENTH
Invalidity

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgement 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.

_____
Robert Eisenoff

_____
Harry Eisenoff

_____
Joel P. Berger

_____
John M. Downing

_____
John M. Downing, Jr.

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

COUNTY OF _____) SS:

On the _____ day of _____ in the year 200____, before me, the undersigned, personally appeared Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr., personally known to me or proved to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Third Ward, Borough and County of Queens, City and State of New York, shown and designated as and by the plot lettered "A" on a certain map entitled, "Map of Property of Paul Roth, Flushing, Long Island, Third Ward, Borough of Queens, Surveyed March 24, 1925, Jerome S. Wallace, C.S.", and filed in the Office of the County Clerk, now City Register, in Queens County on July 23, 1925, as Map Number 4708 and which plot is more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of Kissena Boulevard (formerly known as Jamaica Avenue) with the Southerly side of Ash Avenue, as said streets are shown on the Final Topographical Map of the City of New York;

RUNNING THENCE Southerly, along the Easterly side of Kissena Boulevard 190.07 feet to the corner formed by the intersection of the Easterly side of Kissena Boulevard with the Northerly side of Beech Avenue as shown on the said Final Topographical Map of the City of New York;

THENCE Easterly, along the Northerly side of Beech Avenue, 150.39 feet;

THENCE Northerly, at right angles to the Northerly side of Beech Avenue, 190 feet to the Southerly side of Ash Avenue;

THENCE Westerly, along the Southerly side of Ash Avenue, 155.55 feet to the point or place of BEGINNING.

EXHIBIT B
DESCRIPTION OF UNITS

Kissena Gardens Condominium, 43-43 Kissena Blvd., Flushing, New York

Unit No.	Tax Lot	Location in Building	No. of Rooms/ Bthrms/ Balconies	Approx. Floor Area in Sq. Ft. (1) Unit	Balcony	Approx. Total Unit Area (2)	Common Elements to Which Unit Has Immediate Access	% Common Interest (4)
RESIDENTIAL UNITS								
101		First Floor	3/1	838	-	838	Corridor & Stairs	0.7215%
102		First Floor	2/1	537	-	537	Corridor & Stairs	0.4230%
103		First Floor	5/1.5	1,071	-	1,071	Corridor & Stairs	1.0987%
104		First Floor	5/1.5	1,071	-	1,071	Corridor & Stairs	1.0987%
105		First Floor	3/1	842	-	842	Corridor & Stairs	0.8213%
106		First Floor	5/1.5	1,090	-	1,090	Corridor & Stairs	1.1182%
107		First Floor	3/1	730	-	730	Corridor & Stairs	0.6101%
108		First Floor	NOT FOR SALE - SUPERINTENDENT'S APARTMENT					
109		First Floor	2/1	537	-	537	Corridor & Stairs	0.4230%
112		First Floor	3/1	842	-	842	Corridor & Stairs	0.8213%
115		First Floor	3/1	730	-	730	Corridor & Stairs	0.6101%
Sub-Total				**8,288**	**-**	**8,288**		**7.7459%**
201		Second Floor	3/1	838	-	838	Corridor & Stairs	0.7965%
202		Second Floor	2/1	537	-	537	Corridor & Stairs	0.4896%
203		Second Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.1737%
204		Second Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.1737%
205		Second Floor	3/1/B	842	78	920	Corridor & Stairs	0.8963%
206		Second Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.1932%
207		Second Floor	3/1	730	-	730	Corridor & Stairs	0.6851%
208		Second Floor	3/1	838	-	838	Corridor & Stairs	0.7965%
209		Second Floor	2/1	537	-	537	Corridor & Stairs	0.4896%
210		Second Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.1737%
211		Second Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.1737%
212		Second Floor	3/1/B	842	78	920	Corridor & Stairs	0.8963%
214		Second Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.1932%
215		Second Floor	3/1	730	-	730	Corridor & Stairs	0.6851%
Sub-Total				**12,358**	**612**	**12,970**		**12.8162%**
301		Third Floor	3/1	838	-	838	Corridor & Stairs	0.8647%
302		Third Floor	2/1	537	-	537	Corridor & Stairs	0.5562%
303		Third Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.2419%
304		Third Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.2419%
305		Third Floor	3/1/B	842	78	920	Corridor & Stairs	0.9645%
306		Third Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.2614%
307		Third Floor	3/1	730	-	730	Corridor & Stairs	0.7533%
308		Third Floor	3/1	838	-	838	Corridor & Stairs	0.8647%
309		Third Floor	2/1	537	-	537	Corridor & Stairs	0.5562%
310		Third Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.2419%
311		Third Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.2419%
312		Third Floor	3/1/B	842	78	920	Corridor & Stairs	0.9645%

EXHIBIT B
DESCRIPTION OF UNITS

Kissena Gardens Condominium, 43-43 Kissena Blvd., Flushing, New York

Unit No.	Tax Lot	Location in Building	No. of Rooms/ Bthrms/ Balconies	Approx. Floor Area in Sq. Ft. (1) Unit	Balcony	Approx. Total Unit Area (2)	Common Elements to Which Unit Has Immediate Access	% Common Interest (4)
314		Third Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.2614%
315		Third Floor	3/1	730	-	730	Corridor & Stairs	0.7533%
Sub-Total				**12,358**	**612**	**12,970**		**13.7678%**
401		Fourth Floor	3/1	838	-	838	Corridor & Stairs	0.9147%
402		Fourth Floor	2/1	537	-	537	Corridor & Stairs	0.6062%
403		Fourth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.2919%
404		Fourth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.2919%
405		Fourth Floor	3/1/B	842	78	920	Corridor & Stairs	1.0145%
406		Fourth Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.3114%
407		Fourth Floor	3/1	730	-	730	Corridor & Stairs	0.8033%
408		Fourth Floor	3/1	838	-	838	Corridor & Stairs	0.9147%
409		Fourth Floor	2/1	537	-	537	Corridor & Stairs	0.6062%
410		Fourth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.2919%
411		Fourth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.2919%
412		Fourth Floor	3/1/B	842	78	920	Corridor & Stairs	1.0145%
414		Fourth Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.3114%
415		Fourth Floor	3/1	730	-	730	Corridor & Stairs	0.8033%
Sub-Total				**12,358**	**612**	**12,970**		**14.4678%**
501		Fifth Floor	3/1	838	-	838	Corridor & Stairs	0.9647%
502		Fifth Floor	2/1	537	-	537	Corridor & Stairs	0.6562%
503		Fifth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.3419%
504		Fifth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.3419%
505		Fifth Floor	3/1/B	842	78	920	Corridor & Stairs	1.0645%
506		Fifth Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.3614%
507		Fifth Floor	3/1	730	-	730	Corridor & Stairs	0.8533%
508		Fifth Floor	3/1	838	-	838	Corridor & Stairs	0.9647%
509		Fifth Floor	2/1	537	-	537	Corridor & Stairs	0.6562%
510		Fifth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.3419%
511		Fifth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.3419%
512		Fifth Floor	3/1/B	842	78	920	Corridor & Stairs	1.0645%
514		Fifth Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.3614%
515		Fifth Floor	3/1	730	-	730	Corridor & Stairs	0.8533%
Sub-Total				**12,358**	**612**	**12,970**		**15.1678%**
601		Sixth Floor	3/1	838	-	838	Corridor & Stairs	1.0147%
602		Sixth Floor	2/1	537	-	537	Corridor & Stairs	0.7062%
603		Sixth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.3919%
604		Sixth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.3919%
605		Sixth Floor	3/1/B	842	78	920	Corridor & Stairs	1.1145%
606		Sixth Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.4114%

EXHIBIT B
DESCRIPTION OF UNITS

Kissena Gardens Condominium, 43-43 Kissena Blvd., Flushing, New York

Unit No.	Tax Lot	Location in Building	No. of Rooms/ Bthrms/ Balconies	Approx. Floor Area in Sq. Ft. Unit (1)	Approx. Floor Area in Sq. Ft. Balcony (1)	Approx. Total Unit Area (2)	Common Elements to Which Unit Has Immediate Access	% Common Interest (4)
607		Sixth Floor	3/1	730	-	730	Corridor & Stairs	0.9033%
608		Sixth Floor	3/1	838	-	838	Corridor & Stairs	1.0147%
609		Sixth Floor	2/1	537	-	537	Corridor & Stairs	0.7062%
610		Sixth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.3919%
611		Sixth Floor	5/1.5/B	1,071	77	1,148	Corridor & Stairs	1.3919%
612		Sixth Floor	3/1/B	842	78	920	Corridor & Stairs	1.1145%
614		Sixth Floor	5/1.5/B	1,090	74	1,164	Corridor & Stairs	1.4114%
615		Sixth Floor	3/1	730	-	730	Corridor & Stairs	0.9033%
Sub-Total				**12,358**	**612**	**12,970**		**15.8678%**
Residential Total				**70,078**	**3,060**	**73,138**		**79.8333%**
PROFESSIONAL UNITS								
110		First Floor	N/A	1071	-	1,071	Corridor & Stairs	1.8800%
111		First Floor	N/A	805	-	805	Corridor & Stairs	1.5600%
113		First Floor	N/A	263	-	263	Corridor & Stairs	0.5646%
114		First Floor	N/A	1086	-	1,086	Corridor & Stairs	1.8600%
116		Lower Level	N/A	1106	-	1,106	Ground, Corridor, Stairs & Lobby	1.8400%
117		Lower Level	N/A	1072	-	1,072	Courtyard, Corridor, Stairs & Lobby	1.7900%
Prefessional Total				**5403**	**-**	**5,403**		**9.4946%**
GARAGE UNITS								
1		Lower Level	N/A	184	-	184	Ground & Driveway	0.3990%
2		Lower Level	N/A	173	-	173	Ground & Driveway	0.3858%
3		Lower Level	N/A	173	-	173	Ground & Driveway	0.3858%
4		Lower Level	**NOT FOR SALE - SUPERINTENDENT'S PARKING SPACE**					
5		Lower Level	N/A	174	-	174	Ground & Driveway	0.3870%
6		Lower Level	N/A	150	-	150	Ground & Driveway	0.3581%
7		Lower Level	N/A	150	-	150	Ground & Driveway	0.3581%
8		Lower Level	N/A	151	-	151	Ground & Driveway	0.3593%
9		Lower Level	N/A	151	-	151	Ground & Driveway	0.3593%
10		Lower Level	N/A	174	-	174	Ground & Driveway	0.3858%
11		Lower Level	N/A	174	-	174	Ground & Driveway	0.3858%
12		Lower Level	N/A	175	-	175	Ground & Driveway	0.3882%
14		Lower Level	N/A	175	-	175	Ground & Driveway	0.3882%
15		Lower Level	N/A	184	-	184	Ground & Driveway	0.3990%
16		Lower Level	N/A	200	-	200	Ground & Driveway	0.4183%
17		Lower Level	N/A	108	-	108	Ground & Driveway	0.3076%
18		Lower Level	N/A	121	-	121	Ground & Driveway	0.3232%
19		Lower Level	N/A	140	-	140	Ground & Driveway	0.3461%
20		Lower Level	N/A	181	-	181	Ground & Driveway	0.3954%
21		Lower Level	N/A	179	-	179	Ground & Driveway	0.3930%

EXHIBIT B
DESCRIPTION OF UNITS

Kissena Gardens Condominium, 43-43 Kissena Blvd., Flushing, New York

Unit No.	Tax Lot	Location in Building	No. of Rooms/ Bthrms/ Balconies	Approx. Floor Area in Sq. Ft. (1)		Approx. Total Unit Area (2)	Common Elements to Which Unit Has Immediate Access	% Common Interest (4)
				Unit	Balcony			
22		Lower Level	N/A	148	-	148	Ground & Driveway	0.3557%
23		Lower Level	N/A	148	-	148	Ground & Driveway	0.3557%
24		Lower Level	N/A	148	-	148	Ground & Driveway	0.3557%
25		Lower Level	N/A	148	-	148	Ground & Driveway	0.3557%
26		Lower Level	N/A	166	-	166	Ground & Driveway	0.3774%
27		Lower Level	N/A	169	-	169	Ground & Driveway	0.3810%
28		Lower Level	N/A	140	-	140	Ground & Driveway	0.3461%
29		Lower Level	N/A	107	-	107	Ground & Driveway	0.3055%
30		Lower Level	N/A	123	-	123	Ground & Driveway	0.3257%
31		Lower Level	N/A	177	-	177	Ground & Driveway	0.3906%
Garage Total				**4591**	**-**	**4,591**		**10.6721%**
Grand-Total				**80,072**	**3,060**	**83,132**		**100.0000%**

EXHIBIT C

SCHEDULE O

BY-LAWS

OF

KISSENA GARDENS CONDOMINIUM

43-43 Kissena Boulevard
Flushing, New York

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BY LAWS

OF

KISSENA GARDENS CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM UNIT OWNERSHIP

Section 1. Condominium Unit Ownership: The property located at 43-43 Kissena Boulevard, Flushing, New York as specifically set forth in the Declaration and more commonly known as KISSENA GARDENS 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 Units (hereinafter referred to as "Units"), and the common elements and the use and occupancy thereof, the term "Building" as hereinafter used shall be defined as the exterior walls and roof of a Unit or number of Units all of which are constructed under a continuous roof or the entire interior and exterior of any Building or structure which shall form a portion of the Condominium but which does not contain any of the Units.

Section 3. Personal Application: All present or future Unit owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Community 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 Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium: The Condominium shall be limited to Unit owners. "Unit owner" as referred to herein shall mean all of the owners of each Unit.

Section 2. Voting Unit owner: Each 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 Units) shall be entitled to cast one vote at all Unit owner's meetings for each Unit

owned by such Unit owner, but the Board of Managers shall not cast any of its votes for the election of any member to the Board.

Section 3. Quorum: So many Unit owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Unit owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Unit owners for the transaction of business, except as otherwise provided by statute, by the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit owners, the Unit owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the 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 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 Unit owners, every 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.

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 Unit owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Unit owners may be dispensed with if all 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 such suitable place convenient to the Unit owners as may be designated by the Board of Managers.

Section 9. Annual Meetings – Control of Board of Managers: Within one year after the transfer of title to the first Unit, the Sponsor shall call the first annual Unit owners' meeting. At such meeting a new Board of Managers shall be elected by the Unit owners (or appointed by the Sponsor, as the case may be). Thereafter, annual meetings shall be held on the anniversary of such date for each succeeding year. At such meetings there shall be elected by ballot of the Unit owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit owners may also transact such other business of the Condominium as may properly come before them. The Sponsor will have voting control of the Board of Managers until the fifth anniversary of the closing of the first unit or until fifty-one (51%) percent of the total

number of Residential and Professional Units in the Community are sold, whichever occurs first. At the fifth annual meeting, and at all successive meetings, Sponsor may not cast its vote to elect a majority of the Board of Managers. However, to assure the Sponsor at least minimum representation on the nine (9) member Board of Managers, the Sponsor shall have the right to appoint its representatives to the Board as a part of the election process after it turns over control of the Board to Unit Owners independent of the Sponsor as follows: four members, for so long as the Sponsor owns, in the aggregate, thirty-five (35%) percent or more of the Units; three members, for so long as the Sponsor owns, in the aggregate, less than thirty-five (35%) percent but more than fifteen (15%) percent of the Units; and two members, for so long as the Sponsor owns, in the aggregate, fifteen (15%) percent or less of the Units. However, when the Sponsor or its designee no longer own any Units, it shall have no further rights to the appointment of any member of the Board of Managers or as otherwise set forth in this paragraph. Other than the Sponsor designated members of the Board of Managers, each member of the Board of Managers must be an owner-occupant or a member of the household of an owner-occupant who is unrelated to the Sponsor or its principals.

Section 10. Special Meetings: It shall be the duty of the President to call a special meeting of the Unit owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit owners having been presented to the Secretary. In addition, within one hundred twenty (120) days of the closing of title to the first Unit, four (4) Unit owners who are independent of Sponsor will be elected to the Board of Managers along with the five (5) Sponsor designated members of the Board of Managers, by a majority of the then Unit Owners.

Section 11. Notice of meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit owner of record at least five (5) days but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

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 wavier 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 a 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 first Board of Managers shall consist of five (5) Managers designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first

annual meeting of the Unit owners. Within one hundred twenty (120) days of the closing of title to the first Unit, a meeting of the Unit owners shall be held at which four (4) Unit owners who are independent of the Sponsor shall be elected to the First Board of Managers by majority vote of the Unit owners, to serve along with the five (5) Sponsor designated members of the Board of Managers until the first annual meeting of the Unit owners. Until succeeded by the Managers elected at the first annual meeting of Unit owners, Managers need not be owner-occupants or members of the household of owner-occupants; thereafter, all Managers other than designees or nominees of the Sponsor shall be owner-occupants or members of the household of owner-occupants. The managers shall be elected at the annual meeting of the Unit owners. At the first annual meeting of Unit owners called pursuant to Section 9 of Article II, nine (9) Managers shall be elected by the Unit owners or appointed by the Sponsor, as the case may be. The term of office of three (3) of the managers shall be fixed for three (3) years, the term of office of another three (3)managers shall be fixed at two (2) years, and the term of office of a further three (3) managers shall be fixed at one (1) year. Each Residential, Professional, and Garage Unit owner shall be entitled to cast one vote on each ballot for each Unit he owns. The nominee(s) on each of the ballots receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers along with the Sponsor designated members of the Board of Managers. At the expiration of the initial term of office of each respective Manager, his successor shall be elected or appointed, as the case may be, to serve a term of three (3) years. The Managers shall hold office until their successors have been elected or appointed, as the case may be, and hold their first meeting. Notwithstanding the foregoing, to assure the Sponsor minimum representation on the nine (9) member Board to Managers after it turns over control of the Board of Unit to owners independent of the Sponsor, the Sponsor shall have the right to appoint its representatives to the Board as follows: four members, for so long as the Sponsor owns, in the aggregate, thirty-five (35%) percent or more of the Units; three members, for so long as the Sponsor owns, in the aggregate, less than thirty-five (35%) percent but more than fifteen (15%) percent of the Units; and two members, for so long as the Sponsor owns, in the aggregate, fifteen (15%) percent or less of the Units. However, when the Sponsor or its designee no longer own any Units, it shall have no further rights to the appointment of any member of the Board of Managers or as otherwise set forth in this Section.

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 Managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the First Board of Managers (see Section 4 of this Article III) who has been designed by the Sponsor, the Sponsor shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

Section 3. Removal: Managers may be removed for cause by an affirmative vote of a majority of the Unit owners. No Manager other than a Sponsor or a nominee of Sponsor shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit owner.

Section 4. First Board of Managers: The first Board of Managers shall consist of Robert Eisenoff, Harry Eisenoff, Joel P. Berger, John M. Downing, and John M. Downing, Jr. who shall

hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit owners. Four (4) Unit owners who are independent of the Sponsor shall be elected by a majority of the then Unit owners to the Board of Managers at a meeting held within one hundred twenty (120) days of the closing of title to the first Unit to serve along with the five (5) Sponsor designated members of the Board of Managers. If no such election has been made, then Sponsor may designate such members. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 5. 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 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, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit owners pro-rata according to their respective common interest.

2. To collect, use and expend the assessments collected to maintain, care for and preserve the Units, Building and other common elements.

3. To make repairs, restore or alter any Units or the common elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

4. To enter into and upon the Units when necessary and at as little inconvenience to the Unit owners as possible in connection with the maintenance, care and preservation of the property.

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

6. To insure and keep insured the common elements and Units in accordance with Article VII of these By-Laws.

7. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit owners of the property for violations of the house rules and regulations herein referred to.

8. To make reasonable rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the

Unit owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit owner.

9. 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 hereinabove set forth.

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

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

12. To make additions, alterations or improvements to the common elements of the Community, the cost of which addition, alteration or improvement does not exceed $150,000.00. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of $150,000.00 only with the approval of a majority of the Unit owners. While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations or improvements to the common elements costing in excess of $2,500.00 or enter into service or maintenance contracts the duration of which will extend more than one (1) year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of the Unit owners, excluding the Sponsor, voting at a duly held meeting of the Unit owners.

13. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided, however, that (i) the consent of at least sixty-six and two-thirds (66-2/3 %) percent in number of all Unit owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $200,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the common elements without the written consent of the Owner of said Unit.

14. To institute proceedings to contest the real estate tax assessment against the Units on behalf of all the Unit owners and to charge all the Unit owners a pro-rata share of expenses, disbursements, and legal fees for which charges the Board of Managers shall have a lien as if for common charges.

15. To enter into contracts to provide maintenance and other services which are the duty of the Board of Managers to provide.

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at

least three (3) managers or Unit owners, one of whom shall be a manager, 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 the 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 as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or its designee shall continue to own Units representing twenty-five (25%) percent or more in common interest, or two (2) years after the date of the filing of the Declaration of Condominium, whichever shall first occur, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the common elements or to any Unit, costing cumulatively more than $2,500.00, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in the Plan of Condominium Ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared effective, or (v) borrow money on behalf of the Condominium, or (vi) reduce the services or maintenance set forth in Schedule B of KISSENA GARDENS CONDOMINIUM Offering Plan. The provisions of this paragraph may not be amended without the written consent of Sponsor.

Section 6. Repairs and Maintenance: All maintenance, repairs and replacements to the common elements of the property including, but not limited to, exterior walls, roof and roof members, as well as the maintenance, repairs and replacements to any public utility lines as are located in the common elements and serve one or more Units and exterior maintenance shall be a common expense. All maintenance (including electrical and plumbing repairs in the Units and painting and decorating of the inside of the Units), repairs and replacements to the Units including windows (including all glass breakage), doors, windows and doors which open from a Unit (except painting and maintenance of the exterior surface which is performed by the Board of Managers), and repairs to the heating/ air-conditioning system, pipes, wires and conduits located within or without the same Unit other than as set forth above shall be made by the respective Unit owners at their own expense. However, the Board of Managers shall repair and replace any public utility lines located underground or overhead of any irrevocably restricted common element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Unit owner to which the common element is restricted in use, in which event such Unit owner shall make such repairs or replacements at his own expense. The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of Condominium. The Board of Managers will provide snow plowing for the roadways located on the property. All replacements, repairs, painting or maintenance, whether made by the Unit owner or by the Board of Managers to the doors, windows, or the exterior surface of the Building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the

materials, style and color initially provided by the Sponsor. In the event that a Unit owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other Unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit owner to do so after ten [10] days written notice, or written or oral notice of a shorter duration in the event of any emergency situation) and to charge the Unit owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit owner for repairs or maintenance to his Unit or for repairs to any common element restricted in use to such Unit owner, and the Unit owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Unit owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding, together with interest on all sums due.

Section 7. Compensation: Managers and officers, as such, shall receive no compensation for their services.

Section 8. Meetings:

(a) The first meeting of each Board newly elected by the 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 Unit owners' meeting and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall take place.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each manager either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least three (3) managers.

(d) At all meetings of the Board, 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 shall be a waiver of notice by him of the time and place thereof. If all the managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Annual Statement: The Board of Managers shall furnish to all Unit owners, their mortgagees and the Department of Law of the State of New York and shall present annually (at the annual meeting, but in no event later than three (3) months after the close of the fiscal year) and when called for by a vote of the Unit owners at any special meeting of the 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 compiled by an independent certified public accountant and a statement regarding any taxable income attributable to the Unit owners Association and a notice of the holding of the annual Unit owners' meeting.

Section 10. Fidelity Bonds: 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. The premiums on such bonds shall be a common expense.

Section 11. Management Agent: The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, all of the delegable duties of the Board listed in this Article. While Sponsor is in control of the Board of Managers it will not enter into contracts that bind the Condominium for a period of more than two (2) years after the recording of the Declaration unless the contract provides that it may be cancelled by the Condominium upon ninety (90) days or less notice.

Section 12. Liability of the Board of Managers, Offices and Unit owners: Any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers, as agent for the Unit owners as a group only and that no member of the Board of Managers, Officer of the Condominium nor individual Unit owners shall be liable for such contract, agreement or commitment. The Unit owners shall be liable as a group under such contract, agreement or commitment but the liability of each Unit owner shall be limited to such proportion of the total liability thereunder as his common interest bears to the common interest of all Unit owners. The Board of Managers and Officers of the Condominium shall have no liability to the Unit owners in the management of the Community except for willful misconduct or bad faith and the Unit owners shall severally indemnify all members of the Board of Managers and Offices of the Condominium against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties as such member except acts of willful misconduct or acts made in bad faith. Such several liability of the Unit owner shall, however, be limited as to each Unit owner to such proportion of the total liability thereunder as such Unit owner's common interest bears to the common interest of all Unit owners.

ARTICLE IV. OFFICERS

Section 1. Elective Officers: The Offices 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 owner-occupants, members of the household of owner-occupants, or Sponsor designated members. Two or more offices may not be held by the same person.

Section 2. Election: The Board of Managers at its first meeting after each annual Unit owners' meeting shall elect a president, a vice president, a secretary and a treasurer. Only the president must be a member of the Board.

Section 3. Appointive Officers: The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. 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; he shall preside at all meetings of the Unit owners and Managers, he 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 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 Law of the State of New York.

Section o. The Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such powers other and duties as are usually vested in the office of Vice President of a stock 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 and all Unit owners' meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all 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 resident, under whose supervision he 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.

He shall disburse the funds of the Condominium as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Managers, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

He shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount

of each assessment of common charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc.:

All agreements and other instruments shall be executed by the President and such other persons as may be designed by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition: Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Manager or Unit owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers, such Manager or Unit owner at such address as appears on the books of the Condominium.

Section 2. Service of Notice – Waiver: Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. 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 any supplement to the budget to each Unit owner and mortgagee. They shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the common elements and other operating expenses, as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Units and pro-rated against each of said Units according to the respective common interest appurtenant to such Units. This pro-ration of assessment shall remain constant regardless of the percentage of the Building square footage included in each Unit or the common elements restricted to the use of the Unit owner of said Unit. Said assessments shall be payable monthly in advance as ordered by the Board of Managers. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments. The Unit owner agrees to pay promptly when due the monthly and all special assessments assessed against his own Unit. In the event of a default in payment of monthly common charge assessments by any Unit owner, the Board, at is sole option, may declare the common charge assessment on said Unit owner's Unit for the balance of the fiscal year

immediately due and payable. Prior to making any such declaration following a default the Board shall send notice to the delinquent Unit owner and the mortgagee, if any, of such Unit giving the Unit owner a five (5) day grace period in which to make his payment. The Board may charge the delinquent Unit owner a fee of not less than fifty ($50.00) dollars to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may also be collected by the Board on the common charge assessment from its due date to the date payment is actually received from the Unit owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments. The Board shall take action to collect any common charges due from any Unit owner which remains unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law or otherwise.

No Unit owner shall be liable for any common charges that accrue against his Unit subsequent to a sale, transfer or other conveyance by him of his Unit in accordance with these By-Laws and the Declaration. A purchase of Unit (other than by a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all common charges assessed against the Unit and unpaid at the time of the purchase.

Section 3. Foreclosure of Liens for Unpaid Common Charges: The Board shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Unit because of unpaid common charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid common charges shall also be obtainable separately without waving the lien on the Unit.

Section 4. Statement of Common Charges: Upon the written request of any Unit owner or his mortgagee, the Board shall promptly furnish such Unit owner or his mortgagee with a written statement of the unpaid common charges due from such Unit owner.

Section 5. Liability for Electricity: All electricity consumed in the Unit shall be an expense of each individual Unit owner.

Section 6. Operating Account: There shall be established and maintained a cash deposit account to be known as the "Operating Account," into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

Section 7. Other Accounts: The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be carried by the Board: The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with

extended coverage, water damage, vandalism and malicious mischief endorsements, insuring all of the Building in the Condominium (but not including furniture, furnishings or their personal property supplied or installed by Unit owners), together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit owners and their mortgagees, as interest may appear, in an amount equal to the full replacement value of the Building. Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee 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 Manager with the approval of the Insurance Trustee and that the net proceeds thereof, if $50,000.00 or less, shall be payable to the Board of Managers, and if more than $50,000.00 shall be payable to the Insurance Trustee.

The fire and casualty insurance will commence with the closing of title to the first Unit; the fire and casualty insurance policy shall be an agreed amount replacement cost policy or under a policy including at least an eighty percent (80%) co-insurance provision so that the insured shall not be a co-insurer.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit owners or of the invalidity arising from any acts of the insured or any Unit owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of then 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 of the common elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent and each Unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit owners' meeting, such public liability insurance shall be in a single limit of $1,000,000.00 covering all claims for bodily injury and property damage arising out of one occurrence. Such public liability insurance shall commence on the closing of title to the first Unit.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability to the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit owner.

Section 2. The Insurance Trustee: A New York Bank or Trust Company shall be the Insurance Trustee and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee that shall be a bank or trust company located in the State of New York.

Section 3. Restoration or Reconstructed 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 Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Units, 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 Unit owners in the Unit), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit owners for such deficit as part of the common charges.

If seventy-five (75%) percent of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit owners in proportion to their respective common interest, after first paying out of the share of each Unit owner the amount of any unpaid liens on his Unit in the order of the priority of such liens.

ARTICLE VIII. HOUSE RULES

Section 1. In addition to the other provisions of these By-Laws, the following house 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 Units and the conduct of all residents thereof.

Section 2. All Units shall be used for those purposes intended and according to applicable local zoning laws.

Section 3. Owners of a Unit, members of their families, their employees, 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 said owners, or in such a way as to be injurious to the reputation of the Condominium.

Section 4. The common elements shall not be obstructed, littered, defaced or misused in any manner.

Section 5. Every 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 Unit owner or such other person for whose conduct he is legally responsible.

Section 6. (a) Every Unit owner must perform promptly to all maintenance and repair work to his own Unit which, if omitted, would affect the Community in its entirety or in a part belonging to other Unit owners, or the Building in which his Unit forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations, shall be at the Unit owner's expense.

Section 7. A Unit owner may not make any alterations to the exterior of the Unit or any part of the common elements nor may any structure be built on any portion of the common elements or restricted common elements without the written consent of the Board of Managers. No alterations to the inside of a Unit that would impair the structural soundness of the Building may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested, to the Management Agent, if any, or to the President of the Board of Managers if no Management Agent is employed. The Board of Managers shall have the obligation to answer within sixty (60) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. This paragraph shall not apply to Sponsor. However, Sponsor shall not make alterations that would impair the structural soundness of a Unit or the Common Elements.

Section 8. (a) No resident of the Community shall post any advertisement or posters of any kind in or on the Community except as authorized by the Board of Managers.

(b) No play equipment, bicycles, carriages or similar vehicles shall be left unattended in front of a Unit.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from the Building or to string clotheslines on or over the common elements or to use any of the common elements for storage purposes.

(d) No Unit owner shall paint the exterior surfaces of the windows, walls or doors opening out of his Unit.

(e) No fence or gate shall be erected in the Community without the prior written consent of the Board of Managers nor any existing wall or fencing be altered without the written consent of the Board of Managers.

(f) In no event shall any exterior glass surface of any windows at the Unit that are exposed to street view be colored. White or light colored window coverings, draperies, or liners permitted only.

(g) No fence or gate shall be erected in Community without the prior written consent of the Board of Managers nor may any existing wall or fencing be altered without the written consent of the Board of Managers.

(h) Commercial license plate vehicles may not be parked in the Community overnight, unless it is engaged in repairs to a Unit owner.

(i) Barbecues or other outdoor cooking grills and appliances are not permitted.

(j) No Unit owner may install an antenna and/or satellite dish on the roof or exterior wall(s) of the Building.

(k) No repair of motor vehicles shall be made on any of the roadways, parking areas or other common areas of the condominium nor shall such areas be used for storage or parking of any boat, trailer, camper, bus, truck or commercial vehicle except with permission of the Board of Managers. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirements.

(l) 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 House Rules as herein established or hereafter established or a adopted by the Board of Managers, the President of the Board, or in his absence, the Vice President together with any other member of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. If in their determination the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of at least $250.00 upon the violator; such fine is to be considered as an additional common charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in this offering Plan. If after imposition of a fine the violation is not corrected or eliminated, the Board of Managers may assess additional fines of at least $250 each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as a common area, the Board of Managers shall direct the Managing Agent to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the Unit owners in violation as additional common charges.

(m) INTENTIONALY OMITTED.

(n) Any Unit owner leasing his Unit to another shall include the House Rules and Regulations as part of his lease agreement. In the event that a tenant is in violation of a house rule then the steps as outlined in item (l) of this Section shall apply, except that the Managing Agent shall notify the Unit owner by mailing written notice to the address on file with the Managing Agent, and the tenant and the Unit owner shall be given seven (7) days instead of three (3) days within which to correct the violation.

(o) No vehicle of any kind is permitted to be ridden, driven or parked on any portion of the common grounds that is outside the border of the road and/or driveways.

(p) All Unit owners' pets, while on any part of the common grounds shall be leashed and in the control of its owner.

(q) All Unit Owners' pets shall be "curbed" only on that portion of the common grounds which is defined as being between the outside border of the road and the property boundary. An Owner must promptly clean up after his pet.

(r) The floors for each Unit in all Residential Units must be covered with rugs or carpeting, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens and baths.

(s) Each Owner shall furnish the Managing Agent with a key to his Unit in order to gain access to the Unit for the purpose of eliminating or correcting an emergency condition. In the event that a Unit Owner does not furnish the key as required and it becomes necessary to gain access to the premises by forcing entry door or window, the cost of repair of the resultant damage with be the responsibility of the Unit Owner and shall be added to his common charges account.

(t) Each Unit Owner and tenant is expected to comply with all directives of New York City Fire Department as same may pertain to the Condominium.

(u) No pet may be brought into or harbored on any part of the Community by the Unit Owner without the prior written consent of the Board of Managers.

Section 9. (a) A lease of any Unit entails the lessee of the Unit Owner's interest in common areas of the Condominium. Therefore, no Unit Owner may use any part of the common elements at any time during the term of the lease. This does not abridge a Unit Owner's right to enter the property to inspect the Unit according to the terms of the lease. The Managing Agent must have a copy of the lease showing the names and number of persons occupying the Unit. The number of persons cannot exceed local zoning laws.

(b) Leases are restricted to families except that not more than two (2) persons unrelated by blood, marriage or legal adoption shall be considered a family.

(c) Each lease shall contain a rider in the following language:

(1) This lease is in all respects subject to the Declaration, By-Laws, and Rules and Regulations of KISSENA GARDENS CONDOMINIUM.

A. Tenant acknowledges receipt of a copy of the "House Rules" and hereby agrees to abide by same.

(2) The Board of Managers of KISSENA GARDENS CONDOMINIUM expressly asserts a claim, such claim being acknowledged by both the landlord and the tenant, superior to the claim of the lessor, to all rental security deposits to be set-off against any damage caused by the tenant or his guests to the common elements of KISSENA GARDENS CONDOMINIUM. Said security shall be turned over to the Managing Agent who shall deposit same in a separate bank account entitled KISSENA GARDENS CONDOMINIUM.

(3) The tenant covenants that no pets will be brought into or harbored on any part of the Condominium by the tenant or by any guest of the tenant at any time during the term of this lease.

(e) A copy of any proposed lease shall be furnished to the Managing Agent prior to its becoming effective in order to assure compliance with the requirements as set forth within this Article.

(f) Guests - A guest is defined as any person who is intended to be an occupant of the premises or who is intended to be in the active company of the Owner or of the Owner's tenant.

Invitees - An invitee is defined as any person who is neither an occupant of the premises nor intended to be in the active company of the Owner or tenant.

(1) No invitee is permitted at any time.

(2) There are no restrictions on the number of guests an Owner or tenant may have in a Unit or on any part of the common elements.

Section 10. The intent of the "House Rules" is to set up certain parameters within which the Community will operate so as to enable all Owners and tenants to have peaceful enjoyment of their Units and the common areas; as well as to protect the quality and character of the Community.

ARTICLE IX. DEFAULT

In the event a Unit owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers, acting on behalf of the Board shall notify the Unit owner and the mortgagee, if any, of such Unit. If any sum, charge or assessment shall remain unpaid for ninety (90) days after the given of such notice, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the

event the owner of a Unit does not pay the assessment required to be paid by him within thirty (30) days of its due date, said sum shall bear interest at the maximum amount permitted by the State of New York from its due date and said Unit owner shall be liable for the Condominium's reasonable costs and a reasonable attorney's fee insured by it incident to the collection or enforcement of such lien.

ARTICLE X. AMENDMENTS

These By-Laws, including the house rules and regulations as listed in Article VIII, may be altered, amended or added to at any duly called Unit Owners meeting provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by at least eighty (80%) percent of the Unit Owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Unit Owners' interest and the interests or holders of a mortgage encumbering a Unit or Units.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNITS

Section 1. Selling and Leasing Units.

Any Unit may be conveyed or leased by its Unit owner free of any restrictions except that no Unit owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid common charges assessed against his Unit shall have been paid to the Board of Managers upon compliance with the provisions of Section 2 below, which provides a right of first refusal for KISSENA GARDENS CONDOMINIUM. However, such unpaid common charges can be paid out of the proceeds from the sale of a Unit, or by the Grantee. Further, a Unit owner may convey his Unit and his common interest appurtenant thereto to the Board of Managers on behalf of all Unit owners free of any cost to the Board of Managers or the Unit owners and upon such conveyance such Unit owner shall not be liable for any common charges thereafter accruing against such Unit. Any sale or lease of any Unit in violation of this election shall be voidable at the section of the Board of Managers.

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

Whenever the term "Unit" is referred to in this section, it shall include the Unit, the Unit owner's undivided interest in the common elements and the Unit owner's interest in any Unit acquired by the Board of Managers.

Section 2. Right of First Refusal.

(a) General. No Unit Owner, other than those specified in paragraph (f) of this Section 2, may sell or lease his Unit except in compliance with the applicable provisions of this Section 2.

Any purported sale or lease consummated without compliance with the applicable terms thereof shall be voidable at the sole election of the Board of Managers. If the Board of Managers elects to void such a sale or lease, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject the purported purchaser or to evict the purported tenant in the name of the Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Board of Managers for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

(b) Right of First Refusal. (A) Except as otherwise provided in Article XI, including but not limited to the provisions of this Section 2, any contract to sell a Unit and any lease of a Unit shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OF KISSENA GARDENS CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE PROVISIONS OF ARTICLE XI OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED". Promptly after such a contract of sale or lease has been executed, the Unit Owner (hereinafter referred to as the "Owner Offeror") shall send to the Board of Managers by certified or registered mail, return receipt requested, written notice that he and the prospective purchaser or tenant (hereinafter referred to as the "Outside Offeror") executed the contract of sale or lease in good faith; that the contract of sale or lease contains all of the terms and provisions agreed upon between the parties and that he offers to sell his Unit and Appurtenant Interests or to lease it, as the case may be, to the Board of Managers or to its designee, or a purchaser or lessee produced by the Board of Managers, upon the same terms and conditions as are contained in the contract of sale or lease, subject, however, to any variance therefrom provided for in this Section 2. The notice shall be accompanied by a fully executed, original counterpart of the contract of sale or lease.

(B) The giving of such notice shall constitute a representation and Warranty by the Owner Offeror to the Board of Managers that the Owner Offeror believes the contract of sale or lease to be bona fide in all respects. Thereafter, upon the written demand of the Board of Managers, the Owner Offeror shall submit to the Board of Managers, in writing, such further information with respect to the outside Offeror and the contract of sale or lease as the Board of Managers may reasonably request.

(C) The Board of Managers may elect, by sending written notice thereof to the Owner Offeror by certified or registered mail not later than thirty (30) business days after receipt of the notice referred to in paragraph (A) above or of such further information as may have been requested pursuant to the terms of paragraph (B) above, to purchase or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, or another purchaser or lessee), upon the same terms and conditions as were contained in the contract of sale or lease and in the response (s) by the Owner Offeror to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contract contained herein, however, the Board of Managers shall not exercise any option set forth in this Section 2 to purchase or lease any Unit without the prior approval or a majority of Unit Owners.

(c) Closing. (A) If the Board of Managers shall elect, within the time and in the manner provided in this Section 2, to purchase or lease a Unit, or to cause the same to be purchased or leased by its designee, or another purchaser or lessee, title shall close or a lease shall be executed, in accordance with the terms of the contract of sale or lease, at the office of the attorneys for the Condominium within forty-five (45) days after the day upon which the Board of Managers shall give notice of its election to accept such offer.

(B) The Board of Managers may, in its discretion, pay the purchase price of the Unit with Common Charges, funds raised by a special assessment against each Unit Owner (other than the provided, however, that no loan may be secured by an encumbrance on, or a hypothecation of, any portion of the Property other than Outside Offeror's existing mortgage or mortgages, the Board of Managers may assume or take title subject to such mortgage or mortgages.

At the closing of title, the Owner Offeror shall convey the Unit and Appurtenant Interests to the Board of Managers or to its designee or to another purchaser, by deed in the form required by section 399-0 of Condominium Act with all tax and/or documentary stamps affixed at the expense of the Owner Offeror, who shall also pay all transfer and other taxes (including water charges and sewer charges, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Owner Offeror and the Board of Managers or its designee or other purchaser as of the closing date, notwithstanding any terms of the contract of sale to the contrary.

(C) If a Unit is to be leased by the Board of Managers or its designee, or other lessee produced by the Condominium, the Owner Offeror shall execute and deliver to the Board of Managers or such designee lessee a lease covering such Unit by and between the Owner Offeror, as landlord, and the Board of Managers or such designee or other lessee, as tenant, which complies with the following requirements:

(i) The lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc.;

(ii) The lease shall contain the same terms and conditions as were contained in the lease and which are not in conflict with such form of lease or with any provisions of the Declaration, By-Laws and Rules and Regulations;

(iii) Anything to the contrary in these By-Laws or in the lease notwithstanding, the lease shall provide that the Board of Managers or such designee or lessee may enter into a sublease of the demised premises without the consent of the landlord.

(d) Consent; Refusal or Failure to Accept Offer. (A) If the Board of Managers consents to the proposed sale or lease or refuses or fails to accept an offer made pursuant to paragraph (b)(A), above, within the time set forth in paragraph (b)(c), above, the Owner Offeror shall be free to consummate the transaction embodied in the Contract of Sale or

Lease within sixty (60) days after (I) notice of consent or refusal is sent to the Owner Offeror by the Board of Managers or (ii) the expiration of the period within which the Board of Managers or its designee had the right to accept such offer. If the owner Offeror shall fail to consummate the transaction embodied in the Contract of Sale or Lease within such sixty (60) days period, then, should the Owner Offeror thereafter elect to sell or lease such Unit, the Unit Owner Offeror shall be required again to comply with all of the provisions of this Section 2.

(B) Any deed of a Unit to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

(C) Each lease of a Unit to an Outside Offeror shall be in then current form of apartment lease recommended by The Real Estate Board of New York, Inc. subject to such modifications as may be approved in writing by the Board of Managers. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified, or extended without the prior written consent of the Board of Managers in each instance;

(ii) the tenant thereunder shall not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Board of Managers in each instance; and

(iii) 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 (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

(iv) The lessee shall not violate any provisions of the Declaration, By-Laws and Rules and Regulations.

(e) Certificate of termination of the Right of First Refusal. The Board of Managers shall furnish or cause the Managing Agent to furnish, with charge, upon written request of an Owner Offeror, a certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of this Section 2 have been met or that the Right of First Refusal provided for herein has been duly released or waived by the Board of Managers and that, as a result thereof, the rights of the Board of Managers and all Unit Owners in favor of all persons who rely upon such certificate in good faith after the due issuance of such a certificate, the Unit to which the same shall relate may be sold or leased free and clear of the terms and conditions contained in this Section 2.

The Right of First Refusal described above shall not be deemed released or waived by the Board of Managers unless a Certificate of Termination has been duly executed, acknowledged and issued by the Board of Managers or the Managing Agent as aforesaid.

(f) Sales, Conveyances and Leases Not subject to Right of First Refusal.

(A) The foregoing provisions of Section 2 shall not apply to any sale, lease, or conveyance of a Unit by:

(i) the owner of such Unit to any of his adult family members, to any combination of the same, or to a trust for the benefit of any or them or, with respect to a Unit Owner that is not an individual, to any entity or individual that owns more than fifty (50%) percent of the legal and beneficial interest of such Unit Owner (individual or otherwise) owns more than fifty (50%) percent of the legal and beneficial interest thereof;

(ii) Sponsor or its designee, with respect to the Unsold Units;

(iii) The Board of Managers;

(iv) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivery a deed in lieu of such foreclosure;

(v) any Permitted Mortgagee or his nominee, who has acquired title to any Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction.

(B) Each succeeding Unit Owner, shall be bound by, and his Unit shall continue to be subject to, the right of First Refusal.

Section 3. Waiver of Partition Rights.

The Unit owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section 4. Mortgaging of Units.

No Unit owner shall mortgage his Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, union pension fund, mortgage company, or agency of the United States Government or agency of the State of New York or a purchase money mortgage loan granted by the Sponsor or in participation with one of the above institutions or a purchase money mortgage loan granted by a Unit Owner.

Section 5. Gifts, etc.

Any Unit owner may convey or transfer his Unit by gift during his lifetime or devise his Unit by will or pass the same by intestacy, without restriction.

ARTICLE XII. 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 if more than $50,000.00 and to the Board of Managers if the award is $50,000.00 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 unrestricted common elements to the Unit owners pro-rata according to the respective common interest appurtenant to the Units owned by such Unit owners;

(b) so much of the award as is applicable to irrevocably restricted common elements, to the Unit owner having general use of such common element.

In such eminent domain or condemnation proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted common elements and to each irrevocably restricted common element. In the event the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in accordance with the Arbitration Statutes of the State of New York.

ARTICLE XIII. MISCELLANEOUS

Section 1. Insurance.

Under no circumstances shall a Unit owner permit or suffer anything to be done or left in his Unit that will increase the insurance rates on his Unit or any other 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.

Section 3. Notice to Condominium.

A Unit owner who mortgages his Unit shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no Managing Agent, of the name and address of his mortgagee, and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units".

Section 4. Notice of Unpaid Assessments.

The Board of Managers shall at the request of a mortgagee of a Unit, report any unpaid assessments due from the Unit owners of such Unit.

Section 5. Examination of Books and Records.

Every Unit owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

Section 6. Construction.

Whenever 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; whenever the context so requires.

Section 7. 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.

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GENERAL BUSINESS LAW

352-eeee. CONVERSIONS TO COOPERATIVE OR CONDOMINIUM OWNERSHIP IN THE CITY OF NEW YORK

1. As used in this Section, the following words and terms shall have the following meanings:

(a) "Plan". Every offering statement or prospectus submitted to the department of law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-Eviction Plan". A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction Plan". A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser Under the Plan". A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing Tenant". A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible Senior Citizens". Non-purchasing tenants who are sixty-two years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(g) "Eligible Disabled Persons". Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e or this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building

or group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted or filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offer shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing

by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreement or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney

general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceeding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statement submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (vii) of paragraph (d) of this subdivision, whichever is applicable will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers.

4. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

6. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

7. The provisions of this section shall only be applicable in the city of New York.

THE COUNCIL

Int. No. 1328

September 30, 1982

Introduced by Council Members Manton, Dryfoos, Eisland, Orlow and Michels; also Council Members Foster, Friedlander, Gerges, Kaufman, Messinger, Pinkett, Ryan, Wallace, Stern, Alter, Leffler and Olmedo—read and referred to the Committee on Housing and Buildings. Ordered printed and laid over.

A LOCAL LAW

To amend the administrative code of the city of New York, in relation to the conversion of residential rental housing to cooperative or condominium ownership.

Be it enacted by the Council as follows:

Section 1. Legislative declaration. The council finds that the protection of the health, safety and welfare of persons within the city who reside in residential buildings being converted from rental status to cooperative or condominium ownership requires that such persons be informed of the physical condition of such buildings and of any outstanding notices of code violations issued with respect to such buildings. The council further finds that for the health, safety and welfare of residents of the city and for the preservation and improvement of this substantial and increasing form of housing accommodation it is essential that funds be set aside for the purpose of making capital repairs, replacements and improvements to such buildings.

§2. Chapter fifty-one of the administrative code of the city of New York is amended by adding a new title YYYY to read as follows:

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TITLE YYYY
COOPERATIVE AND CONDOMINIUM CONVERSIONS

§YYYY51-1.0 Application. The provisions of this title shall apply to conversions from rental to cooperative or condominium status of a building or a group of buildings or a development for which a plan must be filed with the state department of law pursuant to section three hundred fifty-two-eeee of the general buisness law.

§YYYY51-2.0 Definitions.—As used in this title the following words shall mean:

a. "Building"—any building, group of buildings or development.

b. "Total price"—

(1) with respect to cooperative conversions, the number of all shares in the offering multiplied by the last price per share which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made:

(2) with respect to condominium conversions, the sum of the cost of all units in the offering at the last price which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made.

c. "Capital replacement"—a building-wide replacement of a major component of any of the following systems:

(1) elevator;

(2) heating, ventilation and air conditioning;

(3) plumbing;

(4) wiring;

(5) window;

or, a major structural replacement to the building; provided, however, that replacements made to cure code violations of record shall not be included.

d. "Offeror"—the offeror, his nominees, assignees and successors in interest.

§YYYY51-3.0 Establishment of reserve fund.—a. Within thirty days after the closing of a conversion pursuant to an offering plan the offeror shall establish and transfer to the cooperative corporation or condominium board of managers a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such buildings. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the

state attorney general, except a fund for capital repairs, replacements and improvements, substantially similar in purpose to and in an amount not less than the reserve fund mandated by this section. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

b. Such fund shall be established in an amount equal to either (i) three per cent of the total price or, (ii) (A) three per cent of the actual sales price of all cooperative shares or condominium units sold by the offeror at the time the plan is declared effective, provided, however, that if such amount is less than one per cent of the total price, then the fund shall be established as a minimum of one per cent of the total price; plus (B) supplemental contributions to be made by the offeror at a rate of three per cent of the actual sales price of cooperative shares or condominium units for each unit or its allocable shares held by the offeror and sold to bona fide purchasers subsequent to the effective date of the plan and within 5 years of the closing of the conversion pursuant to such plan notwithstanding that the total amount contributed may exceed three per cent of the total price; and provided, further, that if five years from thirty days after the closing of the conversion pursuant to such plan the total contributions by the offeror to the fund are less than three per cent of the total price the offeror shall pay the difference between the amount contributed and three per cent of the total price. Supplemental contributions shall be made within 30 days of each sale.

c. The contributions required pursuant to this section may be made earlier or in an amount greater than so provided. An offeror may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he has begun after the plan is submitted for filing to the state department of law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the plan together with their actual or estimated costs and further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one per cent of the total price.

d. Any building, construction of which was completed within three years prior to the closing of a conversion pursuant to an offering plan, shall be exempt from the requirements of this section.

§YYYY51-4.0 Report on status of reserve fund.—The cooperative corporation or condominium board of managers shall report to shareholders and unit owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by section YYYY51-3.0.

§YYYY51-5.0 Posting of violations.—The offeror, not later than the thirtieth day following the acceptance of a plan for filing by the state department of law pursuant to section three hundred fifty-two-eeee of the general business law and until the closing of the conversion pursuant to such plan, shall post and maintain in a prominent place, accessible to all tenants in each building covered by the plan, a listing of all violations of record against such buildings as determined by the department of buildings and the department of housing preservation and development. All newly issued violations shall be posted within forty-eight

hours of their issuance and maintained as described above. The offeror may satisfy the requirements of this section by designating an agent on the premises with whom such listing shall be made available for inspection by the tenants.

§YYYY51-6.0 Report on condition of premises.—Where, pursuant to law or regulation of the state attorney general, an offeror is required to file a report with the state department of law describing the condition of the physical aspects of the premises to be converted and the surrounding neighborhood a copy of such report shall be submitted simultaneously to the commissioner of buildings.

§YYYY51-7.0 No waiver of rights.—Any provision purporting to waive the provisions of this title in any contract to purchase or agreement between an offeror and the cooperative corporation or the condominium board of managers pursuant to a conversion plan shall be void as against public policy.

§YYYY51-8.0 Criminal and civil penalties; enforcement.—a. Except as otherwise provided in subdivision b of this section, any person who knowingly violates or assists in the violation of any section of this title shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred nor more than one thousand dollars. Except as otherwise provided in subdivision b of this section, any person who violates or assists in the violation of any section of this title shall be subject to a civil penalty of one hundred dollars per day per unit for each day that a building is not in compliance with the provisions of such sections; provided, however, that such civil penalty shall not exceed one thousand dollars per unit.

b. Any person who knowingly violates or assists in the violation of section YYYY51-3.0 shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than two times the amount required to be reserved by section YYYY51-3.0 which was not so reserved. Any person who violated or assists in the violation of section YYYY 51-3.0 shall also be subject to a civil penalty of one thousand dollars per day for each day that the reserve fund required by section YYYY51-3.0 is not established; provided, however, that such civil penalty shall not exceed the amount required to be reserved pursuant to section YYYY51-3.0.

c. In addition, any other action or proceeding in any court of competent jurisdiction that may be appropriate or necessary for the enforcement of the provisions of this title may be brought in the name of the city, including actions to secure permanent injunctions enjoining any acts or practices which constitute a violation of any provision of this title, mandating compliance with the provisions of this title or for such other relief as may be appropriate. In any such action or proceeding the city may apply to any court of competent jurisdiction, or to a judge or justice thereof, for a temporary restraining order or preliminary injunction enjoining and restraining all persons from violating any provision of this title, mandating compliance with the provisions of this title, or for such other relief as may be appropriate, until the hearing and determination of such action or proceeding and the entry of final judgment or order therein. The court, or judge or justice thereof, to whom such application is made, is hereby authorized forthwith to make any or all of the orders above

specified, as may be required in such application, with or without notice, and to make such other or further orders or directions as may be necessary to render the same effectual. No undertaking shall be required as a condition of the granting or issuing of such order, or by reason thereof.

d. Nothing contained in this section shall impair any rights, remedies or causes of action accrued or accruing to purchasers of cooperative shares or condominium units.

e. The department of housing preservation and development is empowered to enforce the provisions of this title.

§3. If any provision of this local law or the application of such provision to any person or circumstances shall be held invalid, the validity of the remainder of this local law and the applicability of such provision to any other person or circumstances shall not be affected thereby.

§4. This local law shall take effect February first nineteen hundred eighty-three and shall apply to all plans not yet accepted for filing by the state department of law pursuant to section three hundred fifty-two-eeee of the general business law as of that date.

Summary of Certain Provisions of the Omnibus Housing Act of 1983

The Omnibus Housing Act of 1983 (Chapter 403 of the Laws of 1983) gives tenants certain rights which will continue after the Closing Date for non-purchasing tenants.

Registration: Each apartment subject to rent stabilization must be registered annually by its owner with the New York State Division of Housing and Community Renewal ("DHCR"). Rent controlled apartments must also be registered with DHCR since the apartments are in buildings where there are rent stabilized apartments. The registration must include the rent charged for the apartment on the registration date and a list of all services provided on the date the apartment became subject to rent stabilization or rent control. The registration information may be made available to a tenant, owner, lessor, subtenant or one of the above's authorized representative upon written request to the Sponsor.

Roommates: A landlord may not restrict occupancy of an apartment to a tenant or tenants or such tenant's immediate family. Any lease entered into by one tenant shall be construed to permit occupancy by the tenant, the immediate family of the tenant, and one additional occupant and dependent children of the occupant. Any lease entered into by two or more tenants shall be construed to permit occupancy by tenants, the immediate family of tenants, occupants and dependent children of occupants, provided the total number of tenants and occupants, excluding occupants' dependent children, does not exceed the number specified in the lease and at least one tenant or a tenant's spouse occupies the premises as his primary residence. The tenant must inform the landlord of the name of any occupant within 30 days following the commencement of occupancy by such person or within 30 days following a request by the landlord. Without express written permission of the landlord, no occupant or occupant's dependent child shall acquire any right to continued occupancy or any other rights of tenancy if the tenant vacates.

Assignment: A tenant may not assign his lease without the written consent of the landlord, which consent may be unconditionally withheld without cause provided the landlord releases the tenant from the lease.

Subleasing: A tenant of a rent stabilized apartment may sublease with the landlord's consent, which consent may not be unreasonably withheld . The landlord may request additional information of the tenant. The tenant must notify the landlord of an intent to sublease by certified mail, return receipt requested. The notice must contain specific information on the sublease including (1) the term of the sublease, (2) the name of the proposed subtenant, (3) the business and permanent home address of the proposed subtenant, (4) the tenant's reason for subletting, (5) the tenant's address for the term of the sublease, (6) the written consent of any cotenant or guarantor of the lease and (7) a copy of the proposed sublease acknowledged by the tenant

and the proposed subtenant. Within 30 days of the tenant's notice or the providing of additional information by the tenant, the landlord must send a notice consenting to the sublease or stating his resons for refusing consent. The Act also imposes specific requirements on a sublease. Some of these are:

(a) the rental charged to the subtenant shall not exceed the stabilized rent plus a 10% surcharge payable to the tenant if the unit sublet is furnished with the tenant's furniture;

(b) the tenant can establish that at all times he maintained the unit as his primary residence and intends to reoccupy it as such at the expiration of the sublease;

(c) the tenant may not sublet the unit for more than a total of two years, including the term of the proposed sublease, out of the four-term period preceeding the termination of the proposed sublease.

A tenant of a rent-controlled apartment does not have the right to sublet unless such right was granted in the last effective lease for the apartment.

Primary Residence: A landlord of a rent controlled or rent stabilized apartment may seek to recover possession of the apartment on the grounds that the apartment is not occupied by the tenant as his primary residence. A landlord must give 30 days notice to the tenant of his intention to commence an action based on lack of primary residence. The action may then be commenced in a court of competent jurisdiction.

CERTIFICATION OF SPONSOR

New York State Department of Law
120 Broadway
23rd Floor
New York, New York 10271

Re: Kissena Gardens Condominium
Prem.: 43-43 Kissena Boulevard
Flushing, New York

The Undersigned certify as follows:

We are the Sponsor and the principals of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 23 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 judgement;

(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.

Sponsor:

Robert Eisenoff

Harry Eisenoff

Joel P. Berger

John M. Downing

John M. Downing, Jr.

Sworn to before me this
30th day of May, 2006

MAUREEN SMITH
Notary Public, State of New York
No. 01SM5077496
Qualified in Kings County
Commission Expires May 12, 20 07

ANTHONY C. EVANGELISTA, P.E.
LICENSED ENGINEER

4 Beverly Road, Massapequa, New York 11758
(516) 795-6498

September 22, 2006

Department of Law
120 Broadway
New York, N.Y. 10271
Attn.: Real Estate Financing Bureau

Re: 43-43 Kissena Boulevard
Flushing, New York

Gentlemen:

The Sponsor of the offering plan to convert the captioned property to condominium ownership retained me to prepare a report disclosing the condition of the property (the "Report"). I visually inspected the property on March 31, 2004, July 18, 2005, and on June 1, 2006 and prepared the Report dated June 28, 2006, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

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 23 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 and conducted the visual inspection referred to above with due diligence in order to form a basis for this certification. I certify that the Report and all documents prepared by me disclose all the material facts for the Report and all the material facts which were then discernible from a visual inspection of the property. This certification is made for the benefit of all persons to whom this offer is made. I certify that the Report based on my visual inspection:

(1) sets forth in narrative form the physical condition of the entire property and is current and accurate as of the date of the inspection;

(2) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgement concerning the physical condition of the property;

(3) does not omit any material fact;

(4) does not contain any untrue statement of a material fact;

(5) does not contain any fraud, deception, concealment, or suppression;

(6) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) does not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made;

It is to be understood that all aspects of the physical condition of the property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very truly yours,

Anthony C. Evangelista, P.E.

STATE OF NEW YORK
ANTHONY C. EVANGELISTA
No. 064943
LICENSED PROFESSIONAL ENGINEER

Sworn to before me this
22nd day of September, 2006

Notary Public

JEFFREY S. WISSIG
NOTARY PUBLIC, State of New York
No. 01WI6045060
Qualified in Suffolk County
Commission Expires July 17, 2010

REAL ESTATE · MANAGEMENT
INVESTMENTS · BUILDERS

LEWIS & MURPHY REALTY, INC.
95-40 ROOSEVELT AVENUE, JACKSON HEIGHTS, N.Y. 11372
PHONE: (718) 446-0100
FAX #: (718) 457-8820

DIANE MACARI, *President*
LOUIS J. MACARI, *Esq., V P*

CERTIFICATION OF EXPERT CONCERNING ADEQUACY OF BUDGET

State of New York
Department of Law
120 Broadway
New York, New York 10271

Re: Kissena Gardens Condominium
43-43 Kissena Boulevard
Flushing, New York

The Sponsor of the Condominium Offering Plan for the captioned property retained me/our firm to review or prepare Schedule B containing projections of income and expenses for the first year of condominium operation. My/Our experience in this field includes management of comparable rental and cooperative/condominium residential and commercial properties in the New York metropolitan area for more than thirty years. Examples of residential and commercial properties managed include:

1. 144-44 41st Avenue, Flushing, New York (cooperative with residential use);
2. 40-05/07/13 Junction Boulevard, Corona, New York (rental building with commercial use); and
3. 143-40 Roosevelt Avenue, Flushing, New York (cooperative with residential use).

I/We understand that I/we am/are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to Schedule B.

I/We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. I/We also have relied on my/our experience in managing residential buildings.

I/We certify that the projections in Schedule B 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/We certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth or (d) did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by the Sponsor. I/We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the 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/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

Lewis & Murphy Realty Inc.

By: _____
Louis J. Macari

Sworn to before me this
26 day of July, 2006

_____

DALE R. WEBER
Notary Public, State of New York
No. 4891257
Qualified in Nassau County
Commission Expires April 6, 2007

REAL ESTATE · MANAGEMENT
INVESTMENTS · BUILDERS

LEWIS & MURPHY REALTY, INC.
95-40 ROOSEVELT AVENUE, JACKSON HEIGHTS, N.Y. 11372
PHONE: (718) 446-0100
FAX #: (718) 457-8820

DIANE MACARI, *President*
LOUIS J. MACARI, *Esq., V P*

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER(S)

State of New York
Department of Law
120 Broadway
New York, New York 10271

Re: Kissena Gardens Condominium
43-43 Kissena Boulevard
Flushing, New York

The Sponsor of the condominium offering plan for the captioned property retained me/our firm to review or prepare Schedule B which includes projections of common charges payable by the owners of the commercial unit(s). My/Our experience in this field includes management of comparable rental and cooperative/condominium residential and commercial properties in the New York metropolitan area for more than thirty years. Examples of residential and commercial properties managed include:

1. 144-44 41st Avenue, Flushing, New York (cooperative with residential use);
2. 40-05/07/13 Junction Boulevard, Corona, New York (rental building with commercial use); and
3. 143-40 Roosevelt Avenue, Flushing, New York (cooperative with residential use).

I/We understand that I am/we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to the commercial unit(s) listed in Schedule B.

I/We have reviewed the Schedule as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. I/We also have relied on my/our experience in managing residential buildings.

I/We certify the projections in Schedule B for common charges payable by the owners of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

I/We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit(s):

(i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit(s);

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by the sponsor. I/We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges attributable to the commercial unit(s) for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,
Lewis & Murphy Realty Inc.

By: _____
Louis J. Macari

Sworn to before me this
26 day of July, 2006

Dale R Weber
Notary Public

DALE R. WEBER
Notary Public, State of New York
No. 4891257
Qualified In Nassau County
Commission Expires April 6, 2007