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

THE ELY ASTORIA CONDOMINIUM

23-10 30th Drive
Astoria, New York 11102
Queens County

14 Residential Condominium Units	**$11,960,250.00**
7 Parking Condominium Units	**$ 525,000.00**
TOTAL OFFERING	**$12,485,250.00**

SPONSOR AND SELLING AGENT
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DATE OF ACCEPTANCE FOR FILING IS FEBRUARY___, 2021. THE OFFERING PLAN MAY NOT BE USED AFTER FEBRUARY ___, 2022 UNLESS EXTENDED BY AMENDMENT.

FILE NUMBER CD 20-0092

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1

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

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

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SPECIAL RISKS

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

1. CONTROL OF MANAGEMENT BY SPONSOR

The Sponsor has the right to maintain a majority of the Members of the Board of Managers of the Condominium until the expiration of the period ending on the earlier of: (i) the Closing of Title with purchasers under the Plan to Units having more than 75 percent of the aggregate Common Interests pertaining to all Units, or (ii) five (5) years after the First Closing (the "Sponsor Control Period"),. As the Sponsor has the unconditional right to rent units, Sponsor may never sell all of the units and can control the Board of Managers indefinitely. There is no limit on the period of time it may take Sponsor to convey all the Residential Units in the Condominium. Notwithstanding, the Board of Managers has a fiduciary duty to the Unit Owners to enforce Sponsor's obligations. Sponsor's intentional refusal to allow the Board of Managers to pursue litigation against the Sponsor entity may constitute a breach of fiduciary duty to the Board of Managers. In addition the Unit Owners may commence a lawsuit in the nature of a derivative action. In the event a Sponsor-controlled Board does not undertake the enforcement of the Sponsor's obligations, the Unit Owners may have to independently raise funds to pursue such enforcement and any other causes of action against the Sponsor. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers before the expiration of the Sponsor control period . Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e. purchasing as a Residential Unit to live in as opposed to purchasing as an investment. (See the Section of the Plan entitled “Control by Sponsor” for details.)

2. SPONSOR’S RIGHT TO LEASE UNITS

Sponsor is reserving the unconditional right to rent rather than sell Units after consummation of the plan. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more residential Units than the fifteen percent (15%) or three (3) Residential Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. It should be noted that Sponsor cannot rent Units to individuals other than Purchasers under any allowable interim leases before consummation of the offering. If, prior to consummation, Sponsor rents any residential Unit (or portion thereof) to any person other than an interim lessee, Sponsor is obligated to abandon the offering plan in accordance with the provisions of 13 N.Y.C.R.R. §§ 20.1(l)(2) and 20.5(g).

Sponsor intends to offer Unsold Residential Units for sale both to Purchasers for personal occupancy as well as to those who are purchasing for investment or resale. Purchasers for investment or resale may, in turn, rent such Residential Units and accordingly, such

Residential Units will not be used for the personal occupancy of the owner thereof. As a result, some and possibly many Residential Units may be occupied by renters instead of Residential Unit Owners. It is possible that some or even a majority of the Unit Owners may not be owner occupants. Units which are not owner occupied may be vacant, or may be rented to a tenant. Inasmuch as owner occupied Units are typically cared for better than vacant Units or Units which are rented, if a significant number of the Units are not owner occupied, this may result in decreasing the value of the Units, and result in less use and enjoyment of the Unit by the Unit Owner than would occur if all or substantially all of the Units were owner occupied. Since the Condominium Board does not have the right to approve or disapprove potential Purchasers of Residential Units, the Condominium Board is unable to limit the number of Purchasers who purchase Residential Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Residential Unit Owners who are not occupants. It is possible that those Residential Unit Owners who occupy their Residential Units may have different interests than those Residential Unit Owners who purchased such Residential Units as an investment.

Sponsor has obtained construction loan financing from SB One Bank, 18 Railroad Avenue, Rochelle Park, NJ 07662. The construction loan mortgage financing is in the amount owed of $3,750,000.00. The Sponsor must obtain a release of lien from each loan by the Mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser. In order to release a Unit, Sponsor must make a principal reduction equal to 90% of the gross unit sale price or a prorated share of the financing provided the Lender multiplied by 125%. If the terms of the financing as they apply to the Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be under contract, the existence of either a minimum release price set by the lender or a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the Unit being sold, and limits or requirements imposed by the lender for Sponsor to rent rather than sell under specified market conditions change, Sponsor will file an amendment to the offering plan to disclose such financing changes as well as disclose such terms. (See the Section of the Plan entitled "Description of Property and Improvements" and "Rights and Obligations of Sponsor" for details.)

3. SPONSOR HAS THE RIGHT TO SELL UNITS FOR INVESTMENT OR RESALE

The Sponsor has the right to sell Units to Purchasers for investment or for resale. It is possible that certain Residential Unit Owners will not be residents of the Condominium. A Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at Closing free and clear of all leases and tenancies, except as may otherwise be agreed to in writing by the parties. (See the Section of the Plan entitled "Description of Property and Improvements" and "Rights and Obligations of Unit Owners and the Board of Managers" for details.)

4. MATERIALS, WORKMANSHIP, ETC.

All Condominium Units and General and Limited Common Elements offered pursuant to this Offering Plan are sold subject to completion of the work specified in the Architect's Report. The Sponsor is obligated to obtain Permanent Certificates of Occupancy for the

Condominium Building. (See the Section of the Plan entitled "Description of Property and Improvements").

5. WARRANTIES

Because this building is five (5) stories, Article 36-B of the General Business Law, which pertains to warranties on the sale of certain new homes applies. General Business Law §777, the Housing Merchant Implied Warranty Law is applicable to Condominium Units in buildings which are five stories and less. The Housing Merchant Implied Warranty Law applies, however, Sponsor elects to exclude the Housing Merchant Implied Warranty in favor of a Limited Warranty as set forth in this Offering Plan.

Certain of the limitations contained in the Limited Warranty are noted as follows: the Limited Warranty provides coverage for the first residential Unit buyer only; Sponsor's liability with regard to items set forth in the Limited Warranty only is limited to ten percent (10%) of the purchase price, exclusive of all options; incidental, special, indirect consequential or other similar damages are excluded; and detailed procedures must be followed for giving notice of a warranty claim to the Sponsor, and for commencing a lawsuit against Sponsor. Despite the 10% limitation, the Sponsor's obligation, regardless of any limitations in the warranty or in this Offering Plan, is to construct the premises in accordance with all applicable codes, filed Plans and specifications, and any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. (See the Section of the Plan entitled "Housing Merchant Warrant" for details.)

6. CERTIFICATE OF OCCUPANCY

Purchasers are advised that in New York, newly constructed and newly renovated Buildings are sometimes offered as Condominium projects without a permanent certificate of occupancy ("PCO") covering the entire Building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by section 301 of the New York Multiple Dwelling Law and local Building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Building Department. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell Units and it may result in the issuance of a violation and/or fines from the DOB. In New York, it is common for Sponsors to commence Unit Closings when some or all Units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire Building, and shall exercise best

efforts to obtain the PCO within such two year period while keeping the TCO current. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: http://nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf. (See the Section of the Plan entitled "General Description of Property and Improvements" for details.)

7. CLOSING DATE AND ADJOURNMENTS

Purchaser may adjourn the Closing date which is set forth in the contract one time for an adjourned period of up to 15 days. If the Purchaser adjourns the Closing as permitted herein, then the adjourned date is made "TIME OF THE ESSENCE". This means that the Purchaser must close by the adjourned date. In the event that Purchaser does not close on the adjourned date, Purchaser may risk the loss of his or her Down Payment. (See the Sections of the Plan entitled "Procedure to Purchase" and "Purchase Agreement" for details.) Purchasers will be required to pay an additional fee of $350.00 to Sponsor's Closing attorneys if Purchaser does not close title to his or her Unit on the date stated in the notice of Closing because such Purchaser has not complied with the terms of the executed Purchase Agreement, or if the Purchaser's lender requires the Closing to be at a place other than that indicated in the notice of Closing. (See the Section of the Plan entitled "Terms of Sale" for details). If Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date and Sponsor elects not to cancel the Purchase Agreement as a result of such default: (a) the Closing apportionments described in the Section of the Plan entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the actual Closing occurs ("Actual Closing Date"), and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.0438% (or 16.00% annually) of the Purchase Price of the Unit per day commencing with the Schedule Closing Date to the Actual Closing Date. This is the maximum amount of interest that can be charged in New York State and the amount of interest charged will at no time exceed New York State usury laws. Sponsor must provide a Purchaser with a written demand for payment after default at least 30 days before forfeiture of the down payment may be declared. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

8. CONTRIBUTIONS TO WORKING CAPTIAL FUND

At the time of Closing, each Purchaser will be required to pay an amount equal to two months' Common Charges then in effect for the Unit pursuant to the Budget in accordance with Schedule A hereto, as the same may be amended from time to time which shall be paid into the Working Capital Fund of the Condominium. While the Sponsor controls the Board of Managers, the Working Capital Fund may not be used to reduce projected Common Charges.

Special Note re: Closing Adjustments: At Closing, the Sponsor will adjust with the Condominium certain ongoing costs that have been prepaid by the Sponsor for the First Year of Condominium Operation, such as insurance for the Condominium. The Condominium will reimburse the Sponsor for net adjustments in favor of the Sponsor from the Condominium Working Capital Fund. (See the Section of the Plan entitled "Unit Closing Costs and Adjustments" and "Working Capital Fund" for details.)

9. BONDING BY SPONSOR

No bond or other security has been posted to secure Sponsor's obligations under this Plan or to complete construction of the Building or other obligations under the Plan including the obligation to pay Common Charges with respect to unsold Units. (See the Section of the Plan entitled "Rights and Obligations of the Sponsor" for details.)

10. SPONSOR DECLARING PLAN EFFECTIVE

Pursuant to existing law and regulation, the Sponsor may declare the Condominium Plan effective with executed Purchase Agreements for a minimum of fifteen (15%) percent (15% x 14 = 3 Units) of the Residential Units in the Building. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to create a Condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Unit. (See the Section of the Plan entitled "Effective Date of the Plan" for details.)

Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, Sponsor must re-declare the plan effective in order to consummate the offering plan in accordance with 13 NYCRR 20.1(c)(6). If all purchase agreements are either rescinded or terminated prior to the date of the first unit closing, regardless of whether the condominium declaration has been recorded, Sponsor must re-declare the offering plan effective. (See the Section of the Plan entitled "Effective Date of the Plan" for details.)

11. LENDER INFORMATION REGARDING CONDOMINIUMS IN GENERAL

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage in the Building or group of Building be sold before the lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in the Building or group of Buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of apartments in the Building or group of Buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a Building or group of Buildings where an investor other than the original Sponsor has an ownership interest of 10% of more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to loan due to the same minimum sales and investor ownership restrictions. (See the Section of the Plan entitled "Description of Property and Improvements" and "Procedure to Purchase" and "Terms of Sale" for details.)

12. REPLACEMENT RESERVE FUND

Federal National Mortgage Association ("FNMA") and Federal Housing Authority ("FHA") have certain guidelines for new construction Condominiums for which they seek evidence of compliance as a condition of approving financing for loans to individual Purchasers that are insured by or assigned to them. To facilitate Purchasers obtaining such financing, beginning on the date the common charges are first collected the amount of $6,724.96 will be imposed to be contributed to a replacement reserve fund to be used for capital repairs and replacements of the General Common Elements such as roofs, sidewalks and the like. This amount constitutes 11.15% of the projected operating expenses for the First Year's Budget. This amount may change in future years based on the results of a reserve fund study conducted by the Condominium, changes in FNMA or FHA guidelines, or Board action. Purchasers are advised that the existence of a reserve fund does not necessarily mean that the condominium satisfies or complies with all other requirements or guidelines of FNMA or FHA or Board action, and Sponsor makes no representation regarding such compliance.

Should monies be required by the Condominium for capital expenditures which are not funded by the Reserve Funds available, the Condominium Board could vote to obtain loans for required expenditures as provided by the New York Real Property Law. Real Property Law § 339-jj states:

1. To the extent authorized by the declaration or the By-Laws, the Board of Managers, on behalf of the Unit Owners, may incur debt. In addition, subject to any limitations set forth in the declaration or the By-Laws, the Board of Managers, on behalf of the Unit Owners, may incur debt for any of the purposes enumerated in paragraph (b) of subdivision two of section three hundred thirty-nine-v of this article, provided that (a) such debt is incurred no earlier than the fifth anniversary of the first conveyance of a Unit and (b) the incurrence of such debt shall require the consent of a majority in common interest of the Unit Owners.

2. In connection with a debt incurred by it, the Board of Managers, on behalf of the Unit Owners, may (a) assign the rights in and to receive future income and common charges, (b) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that it holds, (c) agree that, to the extent of any amounts due under any of the provisions of the agreements under which the debt was incurred and subject to the provisions of subdivision two of section three hundred thirty-nine-1 of this article, all common charges received and to be received by it, and the right to receive such funds, shall constitute trust funds for the purpose of paying such debt and the same shall be expended for such purpose before expending any part of the same for any other purpose, and (d) agree that at the lender's direction it will increase common charges to the extent necessary to pay any amount when due under any of the provisions of the agreements under which the debt was incurred. The preceding sentence shall not be construed to authorize the Board of Managers to create a lien on the Common Elements. Any such assignment may provide that, in the event of a default, the lender shall have the right of the Board of Managers to file liens in the lender's name on Units for unpaid common charges pursuant to sections three hundred thirty-nine-z and three

hundred thirty-nine-aa of this article and the right to foreclose such liens pursuant to section three hundred thirty-nine-aa of this article.

3. Nothing in this section shall impair rights under any loan or other agreement existing prior to the effective date of this section or limit any right or power that a Board of Managers would otherwise have. (See the Section of the Plan entitled "Reserve Fund" for details.)

13. ESCROW OF PURCHASERS FUNDS

All funds received from Purchasers whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to or endorsed by the Purchaser to the order of the "Vasiliadis Law P.C., Attorney Trust Account for the Ely Astoria Condominium" at Investors Bank, 23-02 31st Street, Astoria, New York 11105. All sums, including Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account (including Deposits for upgrades or extras ordered by Purchasers) in a bank doing business in the State of New York which account(s) is insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 and any funds in excess of $250,000.00 will not be insured. In addition, Purchasers should further note that if Purchasers have accounts at the same bank as sponsor's account that holds escrowed funds, Purchaser funds at the escrow bank factor into the $250,000.00 insurance limit. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to Sponsor at the time Purchaser tenders the Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (except for Deposits for upgrades or extras ordered by Purchasers). If a Purchaser does not deliver the Form W-9 or Form W-8, the Deposit will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon.

Although all funds received by Sponsor from Purchaser for upgrades, options, extras, special work or custom work ("Extras") not included in the base price of a Residential Unit will initially be placed in the Escrow Account, such funds may be released from the Escrow Account without the requirements disclosed in Section XII of the Plan as long as the Sponsor uses the funds for such Extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds paid to the Sponsor for Extras which have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras, unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive a refund of all funds paid to the Sponsor for such Extras. See Section XII of the Offering Plan.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent

within 10 business days after the tender of the Deposit. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

14. MORTGAGE TAX CREDIT

Sponsor shall, upon the Closing of each Unit, have the right to receive a rebate for mortgage recording taxes already paid, if any, which rebate shall be credited to Sponsor from amounts any Unit Purchaser otherwise would have paid in connection with the recording of a mortgage against his Unit at the time of purchase. (See the Section of the Plan entitled "Unit Closing Costs and Adjustments" for details.)

15. BALCONIES/TERRACES

Balconies and/or terraces may not be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation room, office, storage, etc. To do so may result in a violation against the Building being issued by the New York City Department of Buildings and the Unit Owner will be assessed the monetary penalty resulting from such violation. (See the Section of the Plan entitled "General Description of Property and Improvements" for details.)

16. PURCHASER PAYMENT OF TRANSFER TAXES

It is Sponsor's statutory obligation to pay the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax. However, Purchasers shall be obligated (as is customary in condominium offerings) to pay at the closing of title to their Unit the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, notwithstanding the fact that these taxes are, by law the primary obligation of the seller. The New York State Department of Taxation and Finance and the New York City Department of Finance take the position that where the Purchaser pays the transfer taxes, the amount thereof will be added to the taxable consideration for determining the transfer taxes.

The Purchaser will be responsible for paying the following taxes and fees: The New York State Real Estate Transfer Tax, currently $4.00 for each one thousand dollars ($1,000.00) or fractional portion thereof, of the purchase price plus a $5.00 service charge; if applicable, the New York State Additional Tax ("Mansion Tax") of 1% where the purchase price equals $1 million or more; and the New York City Transfer Tax which is currently 1.00% of the purchase price up to $500,000.00 and 1.425% over $500,000.00 (for example - $1,000.00 or 1,425.00 respectively per $100,000.00 of purchase price). Because the Purchaser, rather than the Sponsor is required to pay the New York State and New York City Transfer taxes, the tax is deemed to be additional consideration and therefore, the price is considered to be 1.014 (for Purchase Price under $500,000.00) or 1.01825 (for price of $500,000.00 and over) times the price of the Unit listed in Schedule A. (See the Section of the Plan entitled "Unit Closing Costs and Adjustments for details.)

17. APPLIANCES

Sponsor shall provide each Purchaser with one gas range, one microwave oven, one refrigerator and one dishwasher. Sponsor shall also provide one washer/dryer stacked electric ventless unit. (See the Section of the Plan entitled "General Description of Property and Improvements" for details.)

18. PARKING

Parking Space Unit #7 has been designated as a handicapped parking space and will be the last parking space sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Space Unit #7 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking space, said unit owner has the right to demand that the owner of Parking Space Unit #7 trade the handicapped parking space he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking space, said unit owner has the right to demand that the owner of Parking Space Unit #7 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Space Unit #7 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Space Unit #7 then the parties agree to submit the matter to binding arbitration in accordance with Article XIII of the By-Laws of the condominium.

The Parking Space Units shall be used only for parking of an automobile, and other permitted vehicles of occupants of the dwelling as well as any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the property and of the Units thereon. There must be a Certificate of Occupancy for the Parking Space Units issued by the New York City Department of Buildings prior to each Unit's use. Each Parking Space Unit shall consist of the space measured from (a) the point beginning at the left hand corner of the inside face of the garage wall, or (b) the front of the painted line to the end of the painted line, and from painted line to another adjoining Parking Space Unit parallel and to the right and from that point to the inside face of the garage wall, or the front of the painted line at the right hand corner and from that corner to the left hand corner. The Parking Space Units are reflected on the floor plan on which they occur. See Section II of the Offering Plan.

Parking Space Units may only be owned by a Residential Unit Owner in this Condominium

except as provided below. The Percentage of Common Interest of a Parking Space Unit shall be added to the Percentage of Common Interest of the Residential Unit of the Residential Unit Owner who owns said Parking Space Unit and the Residential Unit Owner thereof shall pay all Common Charges associated therewith. Parking Space Unit Owners shall have no voting rights associated with any Parking Space Unit they own. Any Residential Unit Owner who owns a Parking Space Unit shall have the right to rent the Parking Space Unit to other Residential Unit Owners or tenants of a Residential Unit Owner in the Condominium. The Board of Managers shall be required to keep an overall list of all Parking Space Units assigned or rented to Residential Unit Owners in the Condominium. All Residential Unit Owners in the Condominium will be obligated to advise the Board of Managers of any sale, transfer or rental of any Parking Space Unit. Notwithstanding the above the Sponsor shall have the right to rent, lease or permit the use of a Parking Space Unit that has not been acquired by a Residential Unit Owner to any non-resident or business establishment for the use of such nonresident or business establishment. In the event there are Parking Space Units that have not been sold to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to sell or convey any or all of the remaining Parking Space Units to the Condominium Board of Managers. The Condominium is not obligated to purchase any Parking Space Units offered by the Sponsor.

The Sponsor may rent any off-street parking spaces to non-residents of the building, for periods of not less than one week and not more than one month. All off-street parking spaces shall be made available to residents within 30 days after written request made to the Sponsor, by such residents.

This Condominium includes seven (7) Parking Space Units in addition to the Residential Units. (See the Sections of the Plan entitled "General Description of Property and Improvements" and "Parking Space Units" for details.)

19. SPONSOR MAY CONTINUE TO SHOW UNSOLD UNITS TO PROSPECTIVE PURCHASERS

While Units are being offered for sale or lease by the Sponsor or its designees, there will be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

20. UNIT OWNERS MUST NOTIFY BOARD OF MANAGERS AND/OR MANAGING AGENT OF CHILDREN AGE TEN AND UNDER RESIDING IN THE CONDOMINIUM

Each Unit Owner must notify the Managing Agent, or the Board of Managers if there is no Managing Agent, when a child or children ages ten (10) years and under lives or resides, permanently or temporarily in the Condominium Unit. Each Unit Owner must install at the Unit Owner's sole cost and expense the required window guards in all windows of the Unit. The Unit Owner must maintain all window guards installed in the Unit and shall not

remove same until permitted by applicable law and in any event, without the written consent of the Managing Agent or the Board of Managers. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for details.)

21. INCREASE OR DECREASE IN COMMON INTEREST

The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Units. In such event, the Percentage of Common Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Unit be increased or decreased as a result of any of the foregoing a material amount.

Unless an affected Purchaser consents, no material change will be made in Unit size, layout of Common Interest if a purchase agreement have been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. (See the Section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information" for details.)

22. MEASUREMENTS OF INTERIOR OF UNIT

The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from (a) the outside face of the exterior walls of the Building, to (b) the centerline of the interior partitions separating the Residential Unit from another Residential Unit, or (c) the centerline of the corridor partitions separating the Unit from the corridor or any other spaces, if any. Each Residential Unit will consist of the volume measured vertically from the wood subfloor or concrete floor to the underside face of the gypsum ceiling supported by the structural system forming the floor of the Residential Unit above or forming the roof above. The interior of the entrance doors, windows and their panes and frames, and HVAC Unit and their sleeves, will be included as part of each Residential Unit. The square footage of each Unit is not based upon measurements from interior surfaces of interior walls. As such, the actual area comprising the Condominium Unit is significantly less than listed on Schedule A of this offering plan. Purchasers should note that there is a rebuttable presumption that an area that is diminished by 5% or less is not material. No Residential Unit owner shall be deemed to own any Common Element located within the Residential Unit including but not limited to the supporting columns, pipes, wires, conduits or other public lines running through the Residential Unit which are utilized for or service more than one (1) Residential Unit. The square footage set forth in the offering plan exceeds the actual usable floor area of the Unit. (See the Section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information" for details.)

23. BOARD OF MANAGERS PERMISSION REQUIRED FOR USE OF CONDOMINIUM UNITS BY GUESTS.

A Unit Owner may not permit a guest to use the Unit for more than seven consecutive nights in the absence of the Unit Owner without the express written consent of the Board of Managers. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for details.)

24. FOREIGN GOVERNMENT PURCHASERS OR RESIDENT REPRESENTATIVES FROM A FOREIGN GOVERNMENT MUST WAIVE IMMUNITY.

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (examples are diplomatic immunity or sovereign immunity) shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement, the Condominium Documents or this Offering Plan being brought in any State or Federal Court in the State of New York. Any such Purchaser and any other Purchaser who is not a resident of New York State shall designate and authorize a lawful agent to receive process. (See the Section of the Plan entitled "Procedure to Purchase" and "Purchase Agreement" for details.)

25. INSURANCE

After the Closing of Title to a Unit, a Unit Owner will be responsible for maintenance and repairs inside of the Condominium Unit, for areas which are limited common element to the Condominium Unit and for any equipment which is exclusively used by the Condominium owner, such as items which services only the individual Condominium Unit. The Unit Owner will be responsible for obtaining and maintaining casualty insurance with respect to the fixtures, equipment, appliances and personal property situated within the Unit and any Parking Space licensed by a Unit Owner, as well as liability insurance with respect to occurrences in or about the Unit and any Parking Space licensed by a Unit Owner. The Condominium Board, through Common Charges will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements, in accordance with the provisions of the By-Laws. _(See the Sections of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information" and "Rights and Obligations of Unit Owners and the Board of Managers" for details.)

26. INDEMNIFCATION OF BOARD OF MANAGERS BY UNITS OWNERS

As a customary element of Condominium operations, Unit Owners are obligated to severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification is limited to the aggregate Common Interest of all Unit Owners. However, Purchasers should note that the Condominium is separately insured against most potential risks and

that the Condominium Budget includes Directors and Officers liability insurance covering most good-faith actions of Board members and officers. It is recommended that the Condominium maintain all such coverage as part of its common expenses. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for details.)

27. OPTION OF SPONSOR TO PAY ALL EXPENSES OF OPERATION IN LIEU OF COMMON CHARGES

Purchasers should note that pursuant to the terms of the Offering Plan as long as the Sponsor retains control of the Board of Managers, the Board of Managers retains the right to delay the commencement of the collection of Common Charges. During any such delay period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to utilities and insurance premiums, etc. Such expenses shall not include individual unit owner expenses such as real estate taxes, utility charges, etc. Upon the commencement of the collection of Common Charges, there will be no assessment of Unit Owners for prior expenses of the Budget during the period Sponsor was paying the Common Expenses of the Condominium. Sponsor shall remain obligated to update the Budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Condominium Common Charges, it will disclose such fact in the Closing notice to Purchasers and will further disclose such fact in the Post-Closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan. (See the Section of the Plan entitled "Control by Sponsor" for details.)

28. ASSIGNMENT OR TRANSFER OF PURCHASE AGREEMENT

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld or delayed. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall have such right, provided that (i) Purchaser designates such assignee at least 10 business days prior to the Closing Date; (ii) (ii) the Closing is not delayed as a result of such assignment , (iii) the assignee of this Agreement assumes in writing, by an instrument prepared by Attorney for Sponsor, the obligations of Purchaser under this Agreement and (iv) the assignment is made without consideration. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement, and shall be voidable at the option of Sponsor.

Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law in connection with any request for an assignment of the Purchase Agreement. (See the Section of the Plan entitled "Assignment of Purchase Agreements" for details.)

29. NO ADVERTISING

Prior to Closing of Title to a Residential Unit, the Purchase Agreement prohibits Purchaser from listing the Residential Unit for resale or rental with any broker or placing or authorizing any listing in any brokers listing system or other listing service or from advertising or otherwise offering, promoting, or publicizing the availability of the Residential Unit for sale or rental, without Sponsor's prior written consent, which consent may be unreasonably withheld or delayed in Sponsor's sole and absolute discretion. Any listing of the Residential Unit for sale or rental and/or advertising by Purchaser in violation of the terms of the Plan will be deemed a material default under the Purchase Agreement, and Sponsor may, at its option, cancel the Purchase Agreement and retain, as liquidated damages, the entire Deposit made by Purchaser, together with interest earned thereon. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

30. FIRST UNIT CLOSING DATE / OFFER OF RESCISSION

The Sponsor anticipates that the first Closing of a Unit will occur by October 1, 2020. Purchasers will be offered a right of rescission if: (1) the actual date of Closing of title to the first Unit; or (2) the projected date of Closing of title to the first Unit occurs later than September 30, 2021, twelve months after the projected date for the first Closing. If the Plan is amended to provide for a later projected date for the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than 12 months beyond that amended later date. Purchasers will have at least 15 days from presentation of an offer to rescission within which to elect to rescind.

However, if the first Unit Closing occurs before September 30, 2021, the Sponsor may schedule the Closings of title to other Units significantly later than such date. Unless Purchase Agreement contains an outside Closing date, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of title to the Unit will occur by any date certain. In such case, provided that the Sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit.

PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

31. PURCHASE IS NOT CONDITIONED UPON MORTGAGE FINANCING

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a

lending institution before execution of a Purchase Agreement. In no event will the Sponsor be obligated to return a Purchaser's down payment in the event a Purchaser is unable to obtain a mortgage. The Purchase Agreement will remain in full force and effect and Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. In the event a Purchaser does not Close Title to a Unit as a result of Purchaser's inability to obtain a mortgage, Sponsor will have the right to retain the down-payment plus the cost of any Extras paid by Purchasers as liquidated damages which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay. Notwithstanding the above, in the event the Offering Plan is abandoned a Purchaser will be entitled to a return of all funds paid for Extras. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of any such financing. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

32. ALTERATIONS

Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building. Residential Unit Owners are responsible for obtaining all necessary permits from the City of New York and any other required municipal agencies for any changes the Residential Unit Owner makes to their Residential Unit subsequent to the Closing of Title with the Sponsor. Sponsor will not be liable for nor responsible to a Residential Unit Owner in the event an inspection by the Department of Buildings of the City of New York prevents the issuance of a renewal and/or extension of a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy as a result of changes made to the Residential Unit by a Residential Unit Owner. Notwithstanding the above, Sponsor and its principals remain obligated to obtain a Permanent Certificate of Occupancy for the building and extend the term of any Temporary Certificate of Occupancy. (See the Section of the Plan entitled "Changes in Prices and Units" for details.)

33. FIRST YEAR OF CONDOMINIUM OPERATIONS

The projections for the first year of operation of the Condominium contained in the budget are only estimates. Actual expenses may vary from the amounts shown. Purchasers should further note that premiums for insurance have been extremely volatile and have increased substantially in recent years. Sponsor cannot predict whether or not the insurance rates will continue to increase or stabilize. Sponsor makes no representation that the premium costs for the insurance reflected in the proposed first year budget will be applicable at the time of the first Closing of a Residential Unit in the Condominium. See Schedule B, the proposed first year budget and the footnotes immediately following thereto.

Purchasers should note that in the event there are nine (9) or more Residential Units being rented in the Condominium, the Condominium may be required to provide a full-time superintendent who resides in the Building. Such level of staffing will comply with all applicable housing and labor laws. In such an event the cost of a superintendent will increase

approximately fifty (50%) percent from the amount currently Budgeted. (See the Section of the Plan entitled "Schedule B- Budget for First Year of Condominium Operation" for details.)

34. TAX CUTS AND JOBS ACT OF 2017

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Accordingly, purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. Purchasers should not rely on any representations in this offering plan addressing taxes without first consulting a tax expert. (See the Section of the Plan entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium" for details.)

Further information regarding the Tax Cuts and Jobs Act of 2017 is available at the following web address:

http://docs.house.gov/billsthisweek/20171218/CRPT-115HRPT-466.pdf

35. FINANCIAL CRIMES ENFORCEMENT NETWORK REPORTING REQUIREMENTS

The Geographic Targeting Order ("GTO") issued by the Financial Crimes Enforcement Network ("FinCEN") requires U.S. title insurance companies to identify and report to FinCEN the natural persons behind companies making "all cash" – i.e. non-financed purchases, including those involving wire transfers, of residential real property located in New York City and several other jurisdictions. As a result, U.S. title insurance companies shall report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

(1) the purchaser is a legal entity as defined in the GTO;
(2) the purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;
(3) the total purchase price is in excess of $300,000 in the Boroughs of Manhattan, Bronx, Brooklyn, Queens, or Staten Island;
(4) such purchase is made without a bank loan or other similar form of external financing; *and*
(5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a funds transfer.

As long as the GTO remains in effect, its reporting requirements apply to all residential real property closings meeting the above criteria and occurring on or after November 8, 2019 (the revised GTO's effective date).

(See the Section of the Plan entitled "Procedure to Purchase" for details.)

36. WOOD FLOORS

The Residential Units will be delivered with wood or engineered wood floors. As recommended by the National Wood Flooring Association, Unit Owners are advised to be very cautious about washing wood products with a wet mop or otherwise with water, *since* contact with standing water can cause cupping, swelling, and subsequent gapping. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at http://www.nwfa.org/. All wood products should be maintained in accordance with manufacturer's recommendations.

Wood is also subject to changes as a result of humidity, including seasonal changes in humidity, as well as chipping, scratching, cracking, cupping and curling. Sponsor makes no representation or warranty that the wood floors will maintain their appearance after they are subject to wear and tear, including without limitation, bleaching due to sun exposure. Any exposure to the sun will subject the floors to bleaching and Sponsor makes no representation about the color or cohesion of the floor. Relative humidity should be between thirty-five percent (35%) and sixty-five percent (65%) to avoid excessive shrinkage, cracking, swelling or cupping.

Sponsor makes no representation as to the number of times such floors can be sanded, if at all. Sponsor is not responsible for: (i) variations in floor level and slight separation between base and floor; (ii) variations in width, length or tone of wood floor strips or normal shrinking or expansion of wood flooring due to changes in moisture content of wood; or (iii) scratches and dents in flooring. (See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.)

37. ROOF AND ROOF STRUCTURES

The Roof construction is reinforced poured in place concrete. The building has been designed to comply with applicable seismic codes of Local Law 17/95 and Chapter16 of the New York City Building Code.

The roof shall be flat, 1/8" slope pitched towards roof drains. The roof shall be waterproofed with Firestone 180 torch down Roofing System over concrete, tapered toward area drains and finished with non-combustible roof pavers. There shall be a parapet wall around the perimeter of the roof 3'6" high constructed in the same manner as the exterior walls is protrudes from; it shall be capped with aluminum coping. The roof assembly shall be insulated with rigid foam insulation board on the surface, 40psi for higher compressive strength to receive pedestals and stone paver system suitable for daily foot traffic. The total roof assembly shall have an R-15, and R-15 continuous insulation value entirely above deck.

No bond or guarantee other than the one (1) year warranty on all construction material and workmanship will be furnished by the roofing installation company from the installation date.

The commencement date of the One (1) year warranty is estimated to begin from completion of their work, which is anticipated to be May, 2020.

(See the Section of the Plan entitled "General Description of Property and Improvements" for details.)

38. WAIVER OF JURY

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

39. SPONSOR'S VETO POWERS OVER CERTAIN EXPENSES

Until Sponsor no longer designates a majority of the members of the Board, Sponsor will, through its control of the Board, be able to control the maintenance and operation of, and the services to be provided by, the Condominium, and also the determination of Common Charges to be paid by all Unit Owners. Prospective Purchasers should be advised that Unit Owners, Unit occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., for use as a home as opposed to as an investment. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required to comply with any Legal Requirements applicable to the Building or expenses required to ensure the health and safety of the occupants of the Building, or to remedy any notice of violation entered against the Building or to comply with any proper work order by an insurer of the Building. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than three (5) years after the First Closing or whenever the Unsold Units constitute less than 75 percent of the Common Interest, whichever is sooner. (See the Section of the Plan entitled "Control by Sponsor" for details.)

40. AMENITIES

_All amenities, specifically the rooftop recreation area in the building will be fully operational as of the date of commencement of condominium operations. The budget and common charges will not increase in the second year of operations due to availability of amenities. (See the Section of the Plan entitled "General Description of Property and Improvements" for details.)

41. PROPERTY MANAGEMENT

The Condominium will enter into a one-year management agreement with FEMC Realty Inc. with offices located at 36-08 30th Avenue, 2nd Floor, Astoria, NY 11103 effective as of the first Unit closing and shall continue in force until one (1) year from such date. FEMC Realty Inc.'s sole principal is a principal of the Sponsor and thus is an affiliate of Sponsor. At or before the First Unit Closing, it is expected that the Managing Agent will receive an annual fee of $10,000 for the First Year of Condominium Operation. The management fee is at the prevailing rate for similar sized condominiums. The annual fee due the

Managing Agent under the management agreement is $10,000.00 to be paid in monthly installments of $833.33. The agreement will automatically renew unless the Board of Managers or Managing Agent terminates the management agreement on not less than thirty (30) days prior written notice. Additionally, both parties may mutually agree to terminate the agreement at any time. During the Sponsor Control Period, Sponsor's designated Board of Managers will determine whether or not to renew the contract.

The Managing Agents duties include maintenance, decorations, repairs, cure violations, oversee service and maintenance contracts, purchase supplies, obtain insurance, pay bills, facilitate the Building's sales and leases, arrange moving in and out of units, billing and collections, attend to complaints, maintain accounting records, provide monthly statements, maintain books and records, assist in an annual audit and report, prepare a proposed budget, prepare Board or Unit Owner notices, assist in correcting the assessed valuation of units, and assist in financing. The Managing Agent will be reimbursed for costs and expenses. The Board of Managers will not be personally liable for the agreement. Each Unit Owner's liability under the agreement is limited to their Common Interest. The Managing Agent is an independent contractor and does not have an agency relationship; its employees are to continue and remain its employees.

There are presently no contracts or licenses binding on the Condominium; the Offering Plan will be amended to disclose any.

42. COSTS FOR SPONSOR'S ATTORNEY'S FEES TO BE PAID BY PURCHASER

Purchaser shall pay the fee of Sponsor's Closing attorneys in the amount of $1,750.00 per Unit at the time of Closing for document preparation fees for preparation of Closing documents and for attendance by Sponsor's counsel at the Closing. If a Closing takes place, at the request of the Purchaser, at any location other than the office of Sponsor's attorney, Purchaser shall pay to Sponsor's attorney (in addition to the fee set forth above), an attendance travel fee in the sum of $500.00 provided that the Closing is held in the City of New York or Nassau County. Sponsor and Sponsor's counsel are not required to attend a Closing at any location other than in the City of New York or Nassau County. If a Purchaser requests an Assignment of the Purchase Agreement, Purchaser shall pay to Sponsor's attorney (in addition to the fees set forth above), the sum of $350.00 for preparation of such Assignment of Purchase Agreement. In the event that a Closing is adjourned with Sponsor's consent, at the request of the Purchaser, or Purchaser's attorney within forty eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $500.00. There will be a fee charged of $250.00 for the preparation by Sponsor's counsel of E-tax forms, which are required for the ACRIS recording of the transfer documents. (See the Section of the Plan entitled "Unit Closing Costs and Adjustments" for details.)

43. OFFERING PLAN REIMBURSEMENT FEE

Each Purchaser shall pay to the Sponsor the sum equal to $1,700.00 as and for reimbursement of the Sponsor's costs in having prepared the condominium offering plan. (See the Section of the Plan entitled "Unit Closing Costs and Adjustments" for details.)

44. SALE OR LEASE OF UNITS

Resale:

Any Unit Owner shall have the right to sell his or her Unit under the following terms and conditions:

A. The Unit Owner shall first give the Board of Managers thirty (30) days prior written notice of the terms of any bona fide sale, together with a copy of any proposed sales agreement, together with a fully executed, original counterpart of the sales agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser. Written notice with a copy of the contract of sale shall be sent to the managing agent, if any, or to the President of the Condominium by Certified Mail or overnight mail by via a nationally recognized overnight courier service with proof of delivery being retained by the Unit Owner,

B. The Board of Managers may require the prospective Purchaser to complete an application and/or questionnaire for consideration by the Board of Managers or Sponsor of the proposed transaction. (The 30 day period as discussed above shall commence from the time that the managing agent or the President of the Condominium receives a fully completed application in the event that the Condominium requires applications to be completed by prospective Purchasers). The Board of Managers shall require photo identification of all persons who are prospective Purchasers and who may reside in the Condominium Unit; the names, addresses and social security numbers of all proposed occupants shall be provided to the Board of Managers with the proposed contract of sale. Any prospective Purchaser of any Condominium Unit consents to the Board of Managers obtaining a criminal background check on the proposed Purchasers. The Board of Managers may not discriminate against any proposed Purchaser or proposed occupant on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by law.

If the Board of Managers fails to act within such thirty (30) day period, it shall be deemed to have consented to the proposed transaction;

Any such deed to convey any Condominium Unit shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

C. If the Board of Managers refuses to consent to the transaction, it shall, within the thirty (30) day period, either:

(i) Produce a Purchaser who will purchase the Unit upon the same terms as stated in the Unit Owner's notice to the Board of Managers and the contract of sale executed by the proposed Purchaser, or

(ii) Agree to purchase the Unit on behalf of all other Unit Owners on the same terms stated in the contract of sale submitted to the Board of Managers.

If the Board of Managers desires to purchase the Condominium Unit from a Unit Owner, at the closing, the Unit Owner shall convey the Unit (and Appurtenant Interests) to the Board of Managers or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all transfer and other taxes arising out of such sale. Real estate taxes, mortgage interest and common charges and expenses shall be apportioned between the Unit Owner and the Board of Managers, or its designee, as of the closing date. The closing shall occur within 45 days from the date that the Board of Manager exercises its right of first refusal to purchase the Condominium Unit. The closing shall occur at the offices of the attorney for the Condominium.

In connection with the foregoing, the Board of Managers may not purchase a Unit without the approval of a majority of the Unit Owners (as such term "majority" is defined in the By-Laws). In the event that the Board of Managers does not have sufficient funds on hand for the purchase of a Unit which has been approved by the majority of the Unit Owners, the Board of Managers may borrow such funds or may assess the Unit Owners in proportion to their respective common interests to the extent of the purchase price amount. In the event that the Board of Managers exercises its right to purchase the Condominium Unit, it may do so on the same terms and conditions (including but not limited to the mortgage contingency provisions and closing date provisions set forth in the contract executed by the proposed Purchaser). In the event that the Board of Managers does not either produce a Purchaser for the Unit or agree to purchase the Unit on behalf of all of the Unit Owners as set forth above within the stated thirty (30) day period, the Unit Owner shall have the right to consummate the sale on the terms submitted to the Board of Managers and in accordance with the terms set forth in the contract of sale executed by the proposed Purchaser. The proposed Purchaser must comply with the requirements set forth in the Declaration and By-Laws.

The restrictions upon the sale of Units, set forth in this Section shall not apply to the Sponsor, or its designee, or to a mortgagee (including the holder of a construction loan, if any) acquiring title in foreclosure or by deed in lieu of foreclosure. The foregoing persons shall be free to sell without first notifying or obtaining the consent of the Board of Managers or Sponsor. The Board of Managers and the Sponsor, as the case may be, shall be required to cooperate in providing appropriate physical access to any such Unit and the Common Elements, as well as all financial information regarding same.

A Unit acquired by the Board of Managers pursuant to the Right of First Refusal described herein may be sold, leased, mortgaged or otherwise dealt with in the discretion of the Board of Managers. The proceeds of such disposition will be received by the Board of Managers on behalf of all Unit Owners in proportion to their respective common interests.

Leasing

Any Residential Unit may be leased subject to the leasing requirements contained in Section 2 of Article XI of the By-Laws. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit

Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 2 of Article XI of the By-Laws to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in said Section 2. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

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

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

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

(a) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease;

(b) the lease must be in writing;

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

(d) the lease must have a minimum term of twelve (12) months. Renewal leases shall also have a minimum term of twelve (12) months.

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

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

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

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

(i) the Residential Unit cannot be used as a motel or hotel or otherwise for transient tenants;

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

Condominium unless approved in writing by the Board of Managers;(k) all leases and tenants are subject to all municipal requirements applicable to rentals, if any; and

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

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

In order to carry out the provisions of Article XI of the By-Laws and pursuant to the provisions of Article Fourteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided herein is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

By becoming a tenant, each tenant will be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (f), (g), (h), (i). (j), (k) and (l) above shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent Purchaser from the first mortgage lender is subject to all the terms of Article XI of the By-Laws. In addition the provisions of Article Twelfth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Unit by the Mortgagee.

The foregoing restrictions shall not apply to Sponsor-owned Residential Units. The Sponsor, its successors, assignees and/or designees shall have the right to freely sell an Unsold Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted

use of the Unit under applicable zoning and occupancy requirements. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for details.)

45. TIME OF THE ESSENCE

TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Deposit and any interest earned on the Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek the equitable remedy of specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close on the Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection). (See the Section of the Plan entitled "Procedure to Purchase" for details.)

46. COSTS OF ENFORCING AND DEFENDING AGREEMENT

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in successfully defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

47. CONFIDENTIALITY

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of the Purchase Agreement confidential until closing of title. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in the Purchase Agreement. Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Purchase Agreement. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

48. SMOKING POLICY

Smoking shall be prohibited in all indoor locations of the condominium, including common areas and dwelling units, as well as all outdoor areas of the premises, including but not limited to courtyards, rooftops, balconies and patios and any other outdoor areas connected to the dwelling units. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property. Smoking shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars or pipes.

Notwithstanding the said prohibition against smoking, the Board may designate (or remove from designation) an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas or individual units._(See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for details.)

49. SPONSOR'S FINANCING ARRANGEMENT

Sponsor has obtained construction loan financing from SB One Bank, 18 Railroad Avenue, Rochelle Park, NJ 07662. The construction loan mortgage financing is in the amount owed of $3,750,000.00. The Sponsor must obtain a release of lien from each loan by the Mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser. In order to release a Unit, Sponsor must make a principal reduction equal to 90% of the gross unit sale price or a prorated share of the financing provided the Lender multiplied by 125%. If the terms of the financing as they apply to the Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be under contract, the existence of either a minimum release price set by the lender or a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the Unit being sold, and limits or requirements imposed by the lender for Sponsor to rent rather than sell under specified market conditions change, Sponsor will file an amendment to the offering plan to disclose such financing changes as well as disclose such terms. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

50. RECREATIONAL SPACE

The Condominium will include a 313 square feet of recreation area located on the first floor for use by the Residential Unit Owners. Use of these facilities shall be based upon a first come, first served basis, as determined by the Sponsor and/or Board of Managers as the case may be, in their sole and absolute discretion. Such roof first floor recreation area may only be used for unit owner gatherings and no other activities are allowed. Additionally, Sponsor will not be providing any furnishings to the first floor recreation area. Furnishings and/or equipment not provided by the Sponsor will be at the sole cost of the Unit Owners as a Common Expense of the Condominium and not the Sponsor.

The Condominium will include an approximately 270 square foot roof top area located on the 5th floor for use by the Residential Unit Owners Use of these facilities shall be based

upon a first come, first served basis, as determined by the Sponsor and/or Board of Managers as the case may be, in their sole and absolute discretion. Such roof top area may only be used for unit owner gatherings and no other activities are allowed. Additionally, Sponsor will not be providing any furnishings to the roof top area. Furnishings and/or equipment not provided by the Sponsor will be at the sole cost of the Unit Owners as a Common Expense of the Condominium and not the Sponsor. The roof will comply in all respects with the requirements set forth in the New York City Department of Buildings Bulletin 2018-002. A Permanent Certificate of Occupancy covering the building, including the roof top must be obtained prior to its use as a recreational area. (See the Section of the Plan entitled "General Description of Property and Improvements" for details.)

51. UNIT OWNER RESPONSIBILITIES

The Condominium will not employ any full or part-time super for janitorial services. Therefore, Unit Owners shall be responsible to keep the common areas of the building clean and free of debris and to take out their own garbage to the curb as required by law. Should the Condominium decide to employ additional labor for janitorial services in the future, the common charges will increase. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for details.)

52. INTERIM LEASES

The Sponsor will not enter into interim leases with Purchasers for Residential Units prior to Closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow to a maximum of ten (10%) percent of the sales price plus the cost of Extras paid for by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras. (See the Section of the Plan entitled "Interim Leases" for details.)

53. WINDOW WARRANTY

Purchasers should note that neither the Sponsor nor the manufacturer provides any warranty for the windows. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

54. LIABILITY OF SPONSOR

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an

act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or General shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused. Purchasers' time to perform their obligations under the purchase agreement also may be tolled during this tolling period. Notwithstanding anything else to the contrary, the Sponsor cannot limit any rights which the purchaser may have pursuant to Article 23A of the General Business Law, New York State Department of Law regulations or the offering plan, except as determined in a final decision or order issued by a court of competent jurisdiction or any governmental agency or by executive order.

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

DEFINITIONS

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

"Appurtenant Interest" shall mean with respect to any Unit, the undivided interest of the owner thereof, pursuant to Section 339-x of the Condominium Act.

"Assessments" shall mean the charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws).

"Board" or "Board of Managers" or "Condominium Board" means the Board of Managers of the Condominium which is the overall governing body of the Condominium which represents all the Unit Owners and Manages the Condominium pursuant to the provisions of the Declaration, By-Laws, and of the Plan.

"Building" or "Buildings" means the Building structures known by the address 23-10 30th Drive, Astoria, New York 11102, County of Queens, City and State of New York which is located on the Land, in which the Condominium will be located.

"Building Department" or "Department of Buildings" or "DOB" shall mean the New York City Department of Buildings or any successor agency.

"By-Laws" means the By-Laws governing the operation of the Condominium, the form of which is set forth in Part II of the Plan, as the same may be amended from time to time.

"Closing" or **"Closing of Title"** shall be the time, place and procedure by which fee title to the Unit in question is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

"Closing Date" shall be the date upon which a Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Charges" means any charges allocated and/or assessed by the Condominium Board against any Unit and/or each Unit's proportionate share of the Common Expenses in accordance with its Common Interest.

"Common Elements" means all portions of the Condominium other than the Units, including without limitation the Land, roofs, walls and structural elements of the Building, windows, hallways, roof, cellar, meter rooms, mechanical rooms, refuse chute, vestibule, staircases, elevator, elevator machine room, first floor recreation area, roof recreation deck, rear yard, front yard and certain other portions of the Building to be set aside for common use.

"Common Expense" means all costs and expenses incurred or paid Generally by the Board in connection with the operation of the Condominium, which pursuant to the Plan, the Declaration and the By-Laws, are, except as set forth in the Plan and the Condominium

By-Laws, to be paid by the Unit Owners in proportion to their Common Interest, as summarized in "Rights and Obligations of Unit Owners and Board of Managers; Summary of By-Laws" and as more fully described in the Declaration and the By-Laws.

"Common Interest" or "Percentage of Common Interest" or "Common Interest Percent" means the proportionate undivided interest each expressed as a numerical percentage in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Schedule B annexed to the Declaration.

"Condominium" means The Ely Astoria Condominium which is established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-Laws and is composed of the Unit Owners.

"Condominium Act" means Article 9-B of the Real Property Law of the State of New York as the same may be amended from time to time.

"Condominium Documents" means collectively this Plan, the Declaration, the By-Laws and the Rules and Regulations thereunder, as the same may be amended from time to time.

"Condominium Unit" or "Unit" means a Unit located in the Condominium.

"Declaration" or "Declaration of Condominium" means the instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time amended, consistent with the provisions of the Condominium Act and of the By-Laws.

"Department of Law" means the Real Estate Financing Bureau of the New York State Department of Law, 28 Liberty Street, 21st Floor, 10005.

"Deposit" or "Down Payment" shall mean all Deposits, down-payments, advances or payments made by Purchasers prior to the Closing of each individual transaction.

"Designee" means any individual or entity so designated in writing by a Unit Owner or Sponsor as the case may be authorized to make such designation.

"Effective Date" shall mean the date upon which Sponsor has declared the Offering Plan effective pursuant to the provisions of the General Business Law of the State of New York.

"Exhibits" means collectively Exhibits A, B, C and D which were submitted to the Department of Law in connection with the submission of this Plan to such Department.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property.

"Filing Date" means the date that the Offering Plan or an amendment to the Offering Plans is or was accepted for filing by the New York State Department of Law.

"Final Certificate of Occupancy" shall mean the Final Certificate of Occupancy issued or to be issued by the New York City Department of Buildings for the Building.

"First Unit Closing" or **"First Closing"** shall mean the first date that title to a Condominium Unit is transferred to a Purchaser under the Plan by the Sponsor.

"First Year's Budget" or "First Year of Operation" or "Operating Budget" or "Annual Operating Budget" shall mean the Section of the Plan entitled "Schedule B – First Year's Budget". The First Year's Budget is sometimes referred to herein as "Schedule B".

"Floor Plans" means the floor Plans of the Units and Building certified to by a professional engineer or registered architect, to be filed with the Office of the City Register, simultaneously with the recording of the Declaration, together with any supplemental floor Plans thereto, copies of which are reproduced in Part II of the Plan.

"GBL" or **"General Business Law"** shall mean the New York State General Business Law.

"Land" means the parcel of Land located in the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York, as Block 570, Lot 29 and more particularly described in Schedule A to the Declaration.

"Law" means the laws and ordinances of any or all of the Federal, New York State, New York City and County (where the Condominium is located) governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" means, with respect to each Unit, those Common Elements, if any, which are so designated on the Floor Plans or in the Declaration and which serve or benefit exclusively some, but not all, of the Unit Owners and areas which are irrevocably restricted in use to specified Unit Owners, subject to the right of the Board of Managers, or their designees to enter upon any restricted area for maintenance, repair and inspection of a Unit or Common Elements and subject to the rules of the Board of Managers. Limited Common Elements include but are not limited to Parking Spaces, storage rooms, balconies and terraces.

"**Majority"** means a more than fifty percent (50%) in Common Interest in the aggregate, as may be specified herein or in the Declaration or the Bylaws with respect to any matter or matters. Any specified percentage of Unit Owners means such percentage in Common Interest in the aggregate, as may be specified herein or in the aggregate, as may be specified herein or in the Declaration or the Bylaws with respect to any matter or matters,

provided, however that different percentages in interest and in number of Units may be so specified.

"Managing Agent" or "Property Manager" shall mean a person or entity employed by the Condominium Board to undertake and perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in the Bylaws.

"Offering Plan" or "Plan" shall mean the document filed with the New York State Department of Law which describes the Condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time.

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

"Parking Space" or "Parking Space Unit" means an outdoor Parking Space as designated as a Parking Space in the Declaration which will be a separate Condominium Units.

"Party Wall" as hereinafter referred to shall be defined as a wall which is common to and separates two or more Units.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described in this Offering Plan.

"Permitted Mortgage" means a mortgage placed on a Unit made to a bank, a trust company, an insurance company, a federal savings and loan association, a pension fund or other institutional lender, the Sponsor, a Sponsor-designee, or the Sponsor of the Unit.

"Permitted Mortgagee" means the holder of a Permitted Mortgage.

"Person" means a natural person, limited liability company, partnership, limited liability company, trust, trustee, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other legal entity.

"Plan" or "Offering Plan" means the Condominium Offering Plan for The Ely Astoria Condominium promulgated by the Sponsor pursuant to Section 352-e of the General Business Law of the State of New York and any and all amendments thereto.

"Plans and Specifications" shall mean the Plans and specifications for the construction of the Building which (to the extent required by Law) have been or will be filed with the Building Department and which may from time to time be amended in accordance with the provisions of the Plan.

"Power of Attorney" or "Unit Power of Attorney" means the document signed by Unit Owners which (i) appoints the Board of Managers as attorney in fact to acquire on behalf of all Unit Owners, any Unit that the Unit Owner of which wishes to sell or abandon, together with the Appurtenant Interest thereto, and to deal with any such Units so acquired as they may determine and (ii) appoint the Sponsor, as attorney in fact, to amend the Declaration, the Bylaws, the Rules and Regulations of the Condominium, or any of said documents under certain conditions set forth in the Power of Attorney.

"Property" means and includes collectively the Land and the Building, and all other improvements thereon, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act..

"Purchase Agreement" The agreement to purchase a Unit pursuant to the Offering Plan, the form of which is set forth in Part II of the Plan.

"Purchaser" shall mean a Purchaser of a Unit pursuant to a Purchase Agreement.

"Register's Offices" shall mean the Office of the Register of the City of New York of the County of Queens.

"Residential Unit" means a Unit of residential housing now or hereafter situated on the Property. A Residential Unit is equivalent to the term "Unit" as the same is used in Article 9-B of the Real Property Law. A Residential Unit shall be used for residential purposes only, including home occupancy, and not more than one family may occupy a Residential Unit at one time. A Residential Unit may not be used for any "dormitory", "bed and breakfast" or other transient hotel-type entity. A Residential Unit may be used for any other lawful purpose, provided such use is permitted by, and complies with Law, does not violate the then existing Certificate of Occupancy covering the Building and the Condominium Board, in its sole discretion, grants permission for such use.

"Rules and Regulations" means the rules and regulations made in accordance with the By-Laws of the Condominium as the same may be amended from time to time, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the Bylaws.

"Schedule A" shall mean the Section of the Plan entitled "Schedule A – Offering Prices of Units and Related Information".

"Schedule B" shall mean the Section of the Plan entitled "Schedule B – First Year's Budget". Schedule B is sometimes referred to herein as the First Year's Budget.

"Schedule B-1" shall mean the Section of the Plan entitled "Schedule B-1 – for Individual Energy Costs".

"Selling Agent" means the Sponsor, or any Selling Agent named in the Plan or any successor Selling Agent at any time in question.

"Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws of the Condominium.

"Sponsor" means the promoter of the project and/or the Offering Plan to convert or create the particular parcel of property to Condominium Ownership. The Declarant under the declaration of Condominium for the Property is the Sponsor of the Offering Plan. 23-10 30th Drive Realty LLC is the Sponsor and Declarant.

"Sponsor Designee" means any person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all of the rights of a Sponsor-designee. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".

"Unit" means any Residential, Parking Space or Storage Unit designated as a Unit in the Declaration. Unit shall mean any Residential Unit for purposes of declaring the Plan effective.

"Unit Deed" shall mean the deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.

"Unit Designation" shall mean the number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the Floor Plans.

"Unit Owner" or **"Unit Owners"** means any owner or owners of a Unit in the Condominium. All of such Unit Owners are collectively referred to as "Unit Owner". "Unit Owner" and shall have the meaning ascribed to it in Article 9-B of the Real Property Law of the State of New York. 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.

"Unsold Unit" means any Unit held by the Sponsor or Sponsor's designee or any Construction Lender or Sponsor or Receiver appointed by such Construction Lender or a Purchaser at a foreclosure sale held by such Construction Lender or any designee of such Construction Lender or any entity acquiring Sponsor's Units by a deed in lieu of foreclosure. The owner of Unsold Units shall have the same rights, privileges, exemptions and benefits with respect to its Unsold Units as Sponsor has under this Plan and the Declaration and By-Laws with respect to the Units owned by Sponsor and that such individuals and/or entities will assume the status and all of the obligations of the Sponsor for those Units under the offering plan, applicable laws or regulations.

INTRODUCTION

The purpose of the Offering Plan is to set forth all of the material terms of the offer in order to allow prospective Purchasers to make an informed decision regarding their purchase of a Unit.

Under New York law, a Sponsor may not offer Condominium Units for sale unless and until an Offering Plan has been accepted for filing by the Department of Law of the State of New York.

The Offering Plan may be amended from time to time when an amendment is filed by Sponsor with the New York State Department of Law. All amendments will be served on all offerees (all Purchasers and Unit Owners) as defined in Part 20.1(d) of Title 13 NYCRR. An amendment is not effective until the Department of Law of the State of New York has accepted the amendment for filing.

The Condominium is subject to and complies with the New York Condominium Act (Article 9-B of the New York Real Property Law).

The Sponsor is 23-10 30th Drive Realty LLC, a New York limited liability company.

The Sponsor acquired on March 23, 2018 in fee simple the property upon which the Condominium is being constructed. The prior use of the premises was that of a single family home.

Sponsor reserves the unconditional right to rent rather than sell Units. Sponsor will endeavor in good faith to sell Units rather than rent. If Sponsor makes a bulk sale of all or some of its unsold Units, the transferee successor Sponsor is bound by Sponsor's representations regarding its commitment to sell Units and shall be responsible for all of the Sponsor's obligations under the Offering Plan with respect to those Units. Purchasers should note that the Sponsor can only rent Units after consummation of the Offering Plan.

There are no limits or requirements imposed by the lender for Sponsor to rent rather than sell under specified market conditions.

Sponsor has obtained financing for the project from SB One Bank ("Mortgagee"). The Sponsor must obtain a release of lien by the Mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser. There is no lender requirements for a minimum number or percentage of Units which must be under contract before the Plan can be declared effective, however, pursuant to existing law and regulations, the Sponsor may not declare the Condominium Plan effective unless there are executed Purchase Agreements for a minimum of fifteen (15%) percent (3 Units) of the Units in the Building. There is no minimum release price set by any lender or a required minimum payment per sale which must be made to any lender in order for the lender to release its lien from the Unit being sold.

The Sponsor hereby offers for sale fourteen (14) Residential Condominium Units and seven (7) Parking Space Units which will be offered for sale in one (1) newly constructed Building.

The fourteen (14) Residential Condominium Units for sale are located on the first through fifth floor levels.

The seven (7) Parking Space Units for sale are located in the rear outside section of the land on which the condominium building sits. The Parking Space Units may only be owned by a Residential Unit Owner in this Condominium except as provided in Special Risk No. 18. The Residential Units and Parking Space Units are collectively referred to as the "Units" unless otherwise indicated.

It is anticipated that all of the Units contained in the Condominium will be completed on or about May, 2020.

The prices for all Units being offered for sale are set forth on Schedule "A" which is included in this Offering Plan.

There are no Units or property interests which are not offered for sale.

The Parking Space Units shall be used only for parking of an automobile, and other permitted vehicles of occupants of the dwelling as well as any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the property and of the Units thereon. Each Parking Space Unit shall consist of the space measured from (a) the point beginning at the left hand corner of the inside face of the garage wall, or (b) the front of the painted line to the end of the painted line, and from painted line to another adjoining Parking Space Unit parallel and to the right and from that point to the inside face of the garage wall, or the front of the painted line at the right hand corner and from that corner to the left hand corner. The Parking Space Units are reflected on the floor plan on which they occur. See Section II of the Offering Plan.

Parking Space Units may only be owned by a Residential Unit Owner in this Condominium except as provided below. The Percentage of Common Interest of a Parking Space Unit shall be added to the Percentage of Common Interest of the Residential Unit of the Residential Unit Owner who owns said Parking Space Unit and the Residential Unit Owner thereof shall pay all Common Charges and Real Estate Taxes associated therewith. Parking Space Unit Owners shall not be entitled to any votes for any Parking Space Unit they own. Any Residential Unit Owner who owns a Parking Space Unit shall have the right to rent the Parking Space Unit to other Residential Unit Owners or tenants of a Residential Unit Owner in the Condominium. The Board of Managers shall be required to keep an overall list of all Parking Space Units assigned or rented to Residential Unit Owners in the Condominium. All Residential Unit Owners in the Condominium will be obligated to advise the Board of Managers of any sale, transfer or rental of any Parking Space Unit. Notwithstanding the above, the Sponsor shall have the right to rent, lease or permit the use of a Parking Space Unit that has not been acquired by a Residential Unit Owner to any non-resident or business establishment for the use of such non-resident or business establishment. In the event there are

Parking Space Units that have not been sold to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to convey any or all of the remaining Parking Space Units to the Condominium Board of Managers. This Condominium includes seven (7) Parking Space Units in addition to the Residential Units. Sponsor shall be obligated to obtain a Certificate of Occupancy for the Parking Units at the Condominium. Said Certificate of Occupancy is estimated to be issued in May, 2020. See Section IX of the Offering Plan.

If a Purchaser of a Residential Unit elects to purchase one (1) of the Parking Space Units, the price of their purchase will be increased to include the price of the Parking Space Unit or Units as reflected in Schedule A in addition to the Residential Unit. The Percentage of Common Interest allocated to the Residential Unit will likewise be increased by the Percentage of Common Interest for a Parking Space Unit or Units as reflected in Schedule A and all Common Charges and individual expenses, including real estate taxes associated with the Parking Space Unit or Units will become the responsibility of the applicable Residential Unit Owner.

Parking Space Unit #7 has been designated as a handicapped parking space and will be the last parking space sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Space Unit #7 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking space, said unit owner has the right to demand that the owner of Parking Space Unit #7 trade the handicapped parking space he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking space, said unit owner has the right to demand that the owner of Parking Space Unit #7 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Space Unit #7 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Space Unit #7 then the parties agree to submit the matter to binding arbitration in accordance with the By-Laws of the condominium.

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

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

1. The Land on which the Condominium is erected and all other Land within the boundaries of the Property;

2. All portions of the roof, including gutters and leaders, that are not restricted in use to a specific Unit or Units and intended for the common use and service of the Building;

3. All exterior walls of the Building;

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

5. Stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which are intended for the common use and service of the Building;

6. All improved and unimproved areas of the Condominium located outside the boundaries of the Units intended for common use and service;

7. All central and appurtenant installations for services such as power, light, telephone, television, gas, hot and cold water and heat (including all boilers, pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces intended for the common use and that service the Building;

8. All drainage systems, sewers and/or storm sewer pipes, drywells or detention tanks or facilities intended for the common use and that service of the Building;

9. All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable, are intended for the common use and service of the Building;

10. Any heating, cooling or other mechanical system located in the Common Elements intended for the common use and service of the Building;

11. All telephone and cable rooms, meter rooms, equipment rooms, elevator rooms and any other mechanical rooms or areas intended for the common use and service of the Building;

12. All tanks, pumps, motors, fans, compressors, elevator equipment and

control equipment intended for the common use and service of the Building;

13. Any sprinkler system located in the Common Elements and intended for the common use and service of the Building;

14. The elevator, elevator cab and all mechanical equipment servicing the elevator intended for the common use and service of the Building;

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

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

17. The lobby and recreational room both located on the first floor level intended for the common use of the residents of the Condominium;

18. The outdoor recreational space located on the fifth (5th) floor level intended for the common use of the residents of the Condominium;

19. The Bicycle Storage Space Area located within the cellar level of the Building;

20. The authorized mail area adjacent to the lobby;

21. Any fences and gates located on the Property;

22. All flues, chimneys and vent caps for the common use and service of the Building;

23. Any portion of the rear yard of the Building that is not designated as a Parking Space Unit;

24. The vestibule located in the front of the Building and the rear Building entrance intended for the common use and service of the Building;

25. Refuse disposal chutes;

26. The driveway leading to the outdoor garage;

27. Any intercom system intended for the common use and service of the Building; and

28. All other parts of the Condominium, Building and all apparatus and installations existing in the Building or Property for common use or

necessary or convenient to the existence, maintenance or safety of the Condominium.

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

1. Individual Residential Unit's Limited Common Elements - *Individual* Residential Unit's Limited Common Elements are irrevocably restricted in use to a specific Residential Unit or specific Residential Units. Following are descriptions of irrevocable restricted Individual Residential Unit's Limited Common Elements:

(a) The balconies appurtenant to units 2A, 3A, 3B, 3C, 3D, 4A, 4B, 4C and 4D shall be a Limited Common Element for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

(b) The terraces appurtenant to units 2B, 5A and 5B shall be a Limited Common Element for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

(c) The hot water tank, boiler, air conditioning condenser and any other heating, cooling or other mechanical system servicing an individual Unit that is located in or on the Common Elements;

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

All structural repairs and replacements to any balcony and/or terrace that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense. All General maintenance and repairs of a balcony and/or terrace or rear yard that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks and the repair or replacement of the surface of the balcony and/or terrace), shall be the responsibility of the Residential Unit Owner whose balcony and/ or terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The balconies and/or terraces are not permitted to be used for storage and are not permitted

to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace or rear yard. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace except as required for repair or replacement.

All repairs, maintenance and replacement and all costs associated thereto to any hot water tank, boiler, air conditioner condenser or any other heating, cooling or other mechanical system that is an Individual Residential Unit's Limited Common Element shall be the sole obligation of the applicable Residential Unit Owner for which the facility is an Individual Residential Unit's Limited Common Element.

C. Provisions Applicable to All Common Elements -

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

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

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

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

The Common Expenses associated with the Condominium, General Common Elements, individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair maintain and replace, as necessary and other costs designated as a Condominium obligation or Common Expense shall be paid for by all Unit Owners based upon their Percentage of Common Interest in the Condominium as reflected in Schedule A of the Offering Plan except as provided in the Special Risks section of the Plan.

The individual costs associated with a Residential Unit's Individual Limited Common Elements shall be borne exclusively by the respective Residential Unit Owner, except as otherwise provided in the Declaration and By-Laws. All repairs, maintenance and any replacement of any heating, cooling or other mechanical system servicing an individual Residential Unit that is located in or on the Common Elements, equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit exclusively a Residential Unit shall be the responsibility of the Residential Unit Owner for such equipment services, etc.

There are a number of different model types of Residential Units. See Schedule C in Part II of the Plan for a detailed description of each model and/or type. The Land and all

improvements to be erected thereon are hereinafter referred to as the "Development" or the "Condominium".

Sponsor will endeavor in good faith to market and sell the Residential Units in the Condominium however, Sponsor is retaining the unconditional right to rent rather than sell Residential Units. Because Sponsor is retaining the unconditional right to rent rather than sell Residential Units this Plan may result in the creation of a Condominium in which a majority of the Residential Units are not owned by owner-occupants or investors unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium. In the event Sponsor makes a bulk sale of all or some of its Units, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Residential Units.

Sponsor has obtained construction loan financing from SB One Bank, 18 Railroad Avenue, Rochelle Park, NJ 07662. The construction loan mortgage financing is in the amount owed of $3,750,000.00. The Sponsor must obtain a release of lien from each loan by the Mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser. In order to release a Unit, Sponsor must make a principal reduction equal to 90% of the gross unit sale price or a prorated share of the financing provided the Lender multiplied by 125%. If the terms of the financing as they apply to the Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be under contract, the existence of either a minimum release price set by the lender or a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the Unit being sold, and limits or requirements imposed by the lender for Sponsor to rent rather than sell under specified market conditions change, Sponsor will file an amendment to the offering plan to disclose such financing changes as well as disclose such terms.

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

The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from (a) the outside face of the exterior walls of the Building, to (b) the centerline of the interior partitions separating the Residential Unit from another Residential Unit, or (c) the centerline of the corridor partitions separating the Unit from the corridor or any other spaces, if any. Each Residential Unit will consist of the volume measured vertically from the wood subfloor or concrete floor to the underside face of the gypsum ceiling supported by the structural system forming the floor of the Residential Unit above or forming the roof above. The interior of the entrance doors, windows and their panes and frames, and HVAC Unit and their sleeves, will be included as part of each Residential Unit. As such, the areas are not based upon measurements from interior surfaces of interior walls and the actual living area comprising the Residential Unit may be substantially less than the area listed in Schedule A. No Residential

Unit owner shall be deemed to own any Common Element located within the Residential Unit including but not limited to the supporting columns, pipes, wires, conduits or other public lines running through the Residential Unit which are utilized for or service more than one (1) Residential Unit.

Each Parking Space Unit shall consist of the space measured from (a) the inside face of the garage wall, or (b) the front of the painted line to the end of the painted line, and from painted line to another adjoining Parking Space Unit. The dimensions of Parking Space Units are reflected on the floor plan on which they occur.

A Unit Owner is required to pay monthly Common Charges assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Sections 339(i) and (m) of the New York Condominium Act. Monthly Common Charges may commence with the Closing of the first Residential Unit which is expected to be in October 1, 2020, however, see Section XX as to the right of the first Board of Managers to commence the collection of Common Charges at a subsequent date. Purchasers should note that pursuant to the terms of the Offering Plan as long as the Sponsor retains control of the Board of Managers, the Board of Managers retains the right to delay the commencement of the collection of Common Charges. During any such delay period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to utilities and insurance premiums, etc. Such expenses shall not include individual unit owner expenses such as real estate taxes, utility charges, etc. Upon the commencement of the collection of Common Charges, there will be no assessment of Unit Owners for prior expenses of the Budget during the period Sponsor was paying the Common Expenses of the Condominium. Sponsor shall remain obligated to update the Budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Condominium Common Charges, it will disclose such fact in the Closing notice to Purchasers and will further disclose such fact in the Post-Closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.

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

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

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit, however, may only be for residential purposes as described in the Offering Plan. Residential Units can be sold by a Residential Unit Owner, provided that the Residential Unit Owner is not in arrears on the payment of Common Charges (except where the payment of

such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale) and subject to restrictions contained in the mortgage, if any, covering their Residential Unit. A Purchaser is free to make a gift of their Residential Unit to anyone during their lifetime or to devise their Residential Unit by will, or to have it pass by intestacy without any restriction. No Residential Unit can be sold without a simultaneous sale of the undivided interest in the Individual Residential Unit's Limited Common Elements that pertain to the Residential Unit.

FOR THE PROSED SALE OR LEASING OF A CONDOMINIUM UNIT

Resale:

Any Unit Owner shall have the right to sell his or her Unit under the following terms and conditions:

A. The Unit Owner shall first give the Board of Managers thirty (30) days prior written notice of the terms of any bona fide sale, together with a copy of any proposed sales agreement, together with a fully executed, original counterpart of the sales agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser. Written notice with a copy of the contract of sale shall be sent to the managing agent, if any, or to the President of the Condominium by Certified Mail or overnight mail by via a nationally recognized overnight courier service with proof of delivery being retained by the Unit Owner,

B. The Board of Managers may require the prospective Purchaser to complete an application and/or questionnaire for consideration by the Board of Managers or Sponsor of the proposed transaction. (The 30 day period as discussed above shall commence from the time that the managing agent or the President of the Condominium receives a fully completed application in the event that the Condominium requires applications to be completed by prospective Purchasers). The Board of Managers shall require photo identification of all persons who are prospective Purchasers and who may reside in the Condominium Unit; the names, addresses and social security numbers of all proposed occupants shall be provided to the Board of Managers with the proposed contract of sale. Any prospective Purchaser of any Condominium Unit consents to the Board of Managers obtaining a criminal background check on the proposed Purchasers. The Board of Managers may not discriminate against any proposed Purchaser or proposed occupant on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by law.

If the Board of Managers fails to act within such thirty (30) day period, it shall be deemed to have consented to the proposed transaction;

Any such deed to convey any Condominium Unit shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

C. If the Board of Managers refuses to consent to the transaction, it shall, within the thirty (30) day period, either:

(i) Produce a Purchaser who will purchase the Unit upon the same terms as stated in the Unit Owner's notice to the Board of Managers and the contract of sale executed by the proposed Purchaser, or

(ii) Agree to purchase the Unit on behalf of all other Unit Owners on the same terms stated in the contract of sale submitted to the Board of Managers.

If the Board of Managers desires to purchase the Condominium Unit from a Unit Owner, at the closing, the Unit Owner shall convey the Unit (and Appurtenant Interests) to the Board of Managers or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all transfer and other taxes arising out of such sale. Real estate taxes, mortgage interest and common charges and expenses shall be apportioned between the Unit Owner and the Board of Managers, or its designee, as of the closing date. The closing shall occur within 45 days from the date that the Board of Manager exercises its right of first refusal to purchase the Condominium Unit. The closing shall occur at the offices of the attorney for the Condominium.

In connection with the foregoing, the Board of Managers may not purchase a Unit without the approval of a majority of the Unit Owners (as such term "majority" is defined in the By-Laws). In the event that the Board of Managers does not have sufficient funds on hand for the purchase of a Unit which has been approved by the majority of the Unit Owners, the Board of Managers may borrow such funds or may assess the Unit Owners in proportion to their respective common interests to the extent of the purchase price amount. In the event that the Board of Managers exercises its right to purchase the Condominium Unit, it may do so on the same terms and conditions (including but not limited to the mortgage contingency provisions and closing date provisions set forth in the contract executed by the proposed Purchaser). In the event that the Board of Managers does not either produce a Purchaser for the Unit or agree to purchase the Unit on behalf of all of the Unit Owners as set forth above within the stated thirty (30) day period, the Unit Owner shall have the right to consummate the sale on the terms submitted to the Board of Managers and in accordance with the terms set forth in the contract of sale executed by the proposed Purchaser. The proposed Purchaser must comply with the requirements set forth in the Declaration and By-Laws.

The restrictions upon the sale of Units, set forth in this Section shall not apply to the Sponsor, or its designee, or to a mortgagee (including the holder of a construction loan, if any) acquiring title in foreclosure or by deed in lieu of foreclosure. The foregoing persons shall be free to sell without first notifying or obtaining the consent of the Board of Managers or Sponsor. The Board of Managers and the Sponsor, as the case may be, shall be required to cooperate in providing appropriate physical access to any such Unit and the Common Elements, as well as all financial information regarding same.

A Unit acquired by the Board of Managers pursuant to the Right of First Refusal described herein may be sold, leased, mortgaged or otherwise dealt with in the discretion of the Board of Managers. The proceeds of such disposition will be received by the Board

of Managers on behalf of all Unit Owners in proportion to their respective common interests.

Leasing

Any Residential Unit may be leased subject to the leasing requirements contained in Section 2 of Article XI of the By-Laws. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 2 of Article XI of the By-Laws to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in said Section 2. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

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

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

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

(a) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease;

(b) the lease must be in writing;

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

(d) the lease must have a minimum term of twelve (12) months. Renewal leases shall also have a minimum term of twelve (12) months.

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

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

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

Member of the Board of Managers of the Condominium;

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

(i) the Residential Unit cannot be used as a motel or hotel or otherwise for transient tenants;

(j) no Residential Unit Owner, Resident or tenant shall be permitted to place any signs for rent in or on the Residential Unit or the Common Elements of the Condominium unless approved in writing by the Board of Managers;(k) all leases and tenants are subject to all municipal requirements applicable to rentals, if any; and

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

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

In order to carry out the provisions of Article XI of the By-Laws and pursuant to the provisions of Article Fourteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided herein is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

By becoming a tenant, each tenant will be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (f), (g), (h), (i). (j), (k) and (l) above shall apply to a first mortgage lender who has title to the Residential Unit through (a)

foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent Purchaser from the first mortgage lender is subject to all the terms of Article XI of the By-Laws. In addition the provisions of Article Twelfth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Unit by the Mortgagee.

The foregoing restrictions shall not apply to Sponsor-owned Residential Units. The Sponsor, its successors, assignees and/or designees shall have the right to freely sell an Unsold Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

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

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

The Units can be purchased for all cash or may be purchased partly for cash and partly by mortgage. The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Unit as a result of Purchaser's inability to obtain a mortgage Purchaser will be deemed in default of the Purchase Agreement and after Sponsor complies with the required notices may, at its option, retain as liquidated damages all or any part of the monies paid on account of the Purchase Agreement plus Extras paid by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay unless the Offering Plan has been abandoned. Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared. In the event the Offering Plan is abandoned a Purchaser will be entitled to a return of all funds paid for Extras. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.

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

All amenities, specifically the rooftop recreation area in the building will be fully operational as of the date of commencement of condominium operations. The budget and common charges will not incease in the second year of operations due to availability of amenities.

Primary responsibility for operating the Condominium rests with the Board of Managers who are elected by the Unit Owners. See the By-Laws contained in Part II of the Offering Plan.

It is possible that some or even a majority of the Unit Owners may not be owner occupants. Units which are not owner occupied may be vacant, or may be rented to a tenant. Inasmuch as owner occupied Units are typically cared for better than vacant Units or Units which are rented, if a significant number of the Units are not owner occupied, this may result in decreasing the value of the Units, and result in less use and enjoyment of the Unit by the Unit Owner than would occur if all or substantially all of the Units were owner occupied.

Each Residential Unit Owner, upon obtaining title, will automatically have one (1) vote at all meetings of Residential Unit Owners for each of the Residential Units owned by such Residential Unit Owner. Parking Space Unit Owners shall not be entitled to any votes for any Parking Space Unit they own.

Each Unit will be taxed separately for real estate tax purposes and may be separately mortgaged. Therefore, no Unit Owner is liable for the payment of real estate taxes or mortgage payments on any other Unit. In the opinion of counsel, a Unit Owner is presently entitled to deductions for income tax purposes for payments for real estate taxes applicable to their Unit. In addition, provided the Residential Unit will be the Purchaser's principal residence or one (1) other residence selected pursuant to Section 163(h)(5)(A)(i)(II) of the Internal Revenue Code of 1986, a Residential Unit Owner may also deduct the interest on the mortgage they procure to finance the purchase of their Residential Unit for income tax purposes. Purchasers are further advised that H.R.1, commonly referred to as the Tax Cuts and Jobs Act there is a newly passed limitation of a $10,000.00 cap on the itemized deduction of state and local income and real estate property taxes. Purchasers should note, that the $10,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000.00 threshold. See Section XXII of the Offering Plan.

Fire and liability insurance covering the General Common Elements are included with other items as part of Common Charges, but fire and liability insurance for the Purchaser's personal effects, the interior of the Unit and the Individual Residential Unit's Limited Common Elements for an Individual Residential Unit Owner's exclusive use should be carried by the individual Purchaser. Common Charges are levied in proportion to the Percentage of Common Interest in the "Common Elements" appurtenant to each Unit. However, Purchasers should see Special Risk No. 35 which provides that as permitted in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements in accordance with sub-

metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or common areas by particular Unit Owners. For possible increases in Common Charges upon default in payment by a Residential Unit Owner see Section XX of the Offering Plan. Each Residential Unit Owner is responsible for the cost of their own interior repairs and decoration in their Residential Unit after Closing.

The price of the Residential Units will include only the appliances and fixtures detailed in the Description of Property Report contained in Part II of the Plan. Installation and the cost of any extras, upgraded appliances, upgraded fixtures or appliances or fixtures not provided is the sole responsibility of each Residential Unit Owner.

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

This Offering Plan contains all of the material terms of this transaction. Parts I and II along with Parts A, B, C and D of the Schedules submitted along with the Offering Plan together constitute the entire Offering Plan. Copies of the Plan and Parts A, B, C and D of the Schedules will be available for inspection by Prospective Purchasers and their attorneys without charge and for copying at a reasonable charge at the Condominium site whenever the on-site sales office is open, at the office of the Sponsor or any Selling Agent engaged by Sponsor and at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, New York 10005.

There are no restrictions on who may purchase a Residential Unit in the Condominium except that this offer is made only to persons over eighteen (18) years of age. Each Residential Unit Owner can sell their Residential Unit to whomever they desire.

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.

GENERAL DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

LOCATION

The Condominium is located in the City of New York, County of Queens, State of New York. The Land is located at 23-10 30th Drive, Astoria, New York 11102. A metes and bounds description of the Land is set forth in the Declaration in Part II of the Plan. The Property is presently designated as Block 570, Lot 29 on the Tax Map of the City of New York for the County of Queens. The individual Condominium Units will be designated as a Condominium series of lots numbers by the City of New York whereby each Condominium will have and be known as an individual tax lot number.

TOPOGRAPHICAL FEATURES

The site consists of a new Building over gently sloped Land.

IMPROVEMENTS – GENERAL DESCRIPTION OF THE BUILDING

There is one (1) newly constructed Building containing five (5) stories plus cellar and fourteen (14) Residential Condominium Units and seven (7) outdoor Parking Space Units. One of the Parking Space Units has been designated as a handicapped Parking Space. The structure is of non-combustible construction. The Building consists of brick and block walls and metal framed walls with brick veneer and the floors above the cellar are constructed of steel beams, metal decking with poured concrete. The cellar floor is poured concrete slab. The foundation for the Building is poured in place reinforced concrete walls resting on reinforced poured spread concrete footings.

The Units, the Building containing them and all other improvements are under construction and will be substantially completed as described in "Description of Property, Specifications and Building Condition" in Part II of the Plan. The Units, the Building containing them and all other improvements will be constructed in accordance with all applicable rules, regulations, laws, and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, and the Sponsor and all persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules and regulations and other governmental requirements pertaining thereto. Construction of the Condominium will comply with the New York City Building Code and applicable zoning requirements. Prospective Purchasers may examine the Building Plans filed with the Building Department of the City of New York at the Sponsor's office or the Building Department. The Building Plans have been filed and approved by the New York City Department of Buildings. Before the Closing of Title to a Unit, a temporary or permanent Certificate of Occupancy will be issued for such Unit or the Building in which it is located. At the time of the first Closing of Title to a Unit, the construction of all Units in that Building will have been partially or substantially completed.

Construction timetable - Construction work is in progress as of the date of this offering. Substantial completion is anticipated in May, 2020. Before the Closing of Title to a Unit, a temporary or Final Certificate of Occupancy will be issued for such Unit or the Building in which

it is located. At the time of the first Closing of Title to a Unit, the construction of all Units in that Building will have been partially or substantially completed. Purchasers should note that neither the Sponsor nor the manufacturer provides any warranty for the windows.

Purchasers are advised that in New York, newly constructed and newly renovated Buildings are sometimes offered as Condominium projects without a permanent certificate of occupancy (PCO") covering the entire Building but with only a temporary certificate of occupancy ('TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of Occupancy are generally governed by section 301 of the New York Multiple Dwelling Law and local Building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Building Department. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell Units. In New York, it is common for Sponsors to commence Unit Closings when some or all Units are covered by a TCO rather than a PCO. Sponsor anticipates that this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire Building, and shall exercise best efforts to obtain the PCO within such two (2) year period while keeping the TCO current. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: http://nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

Construction Data for Units. Common Elements and Limited Common Elements

The Building, the Units and Common Elements will be constructed in the manner set forth in the Building Plans filed with the City of New York, which Plans will not be changed so as to adversely affect the Unit Owners. For a detailed description of such data see the Description of Property Report in Part II of the Plan. Construction of the Building has commenced and Closing of Title to the first Residential Unit is expected to take place in October 1, 2020, barring any unforeseen delays beyond the control of the Sponsor such as weather conditions, strikes, material shortages, acts of God and sales conditions.

Easements

All pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Unit and for the exclusive use of the Unit shall be maintained by such Unit Owner. Any portion of such pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in a Limited Common Element and servicing one or more other Units will be a General Common Element and all repairs and maintenance thereto shall

be the responsibility of the Condominium. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Units located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage to any other Unit or any pipe, sewer and/or drainage line, wires, conduits and public utility lines, no matter how designated that causes or is in imminent danger of causing damage to another Unit or the Common Elements. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the health and safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits, and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not

unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

The Sponsor, its successors, assigns, and/or designees and Purchasers of undeveloped or Unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental 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 all of the Property and the Building comprising the Condominium 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 Sponsor, its successors, assigns, and/or designees and Purchasers of undeveloped or Unsold Units, 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 Property and Building comprising the Condominium. The Sponsor, its successors, assigns and/or designees and Purchasers of undeveloped or Unsold Units, shall have an easement to erect and maintain General sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and *for the* purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Sponsor, its successors, assigns and/or designees and Purchasers reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. Sponsor and Purchasers of Unsold Units shall have the rights enumerated herein for so long as Sponsor or said Purchasers continue to own at least one Unsold Unit. This paragraph shall not be amended without the consent of the Sponsor for so long as the sponsor owns a unit in the building.

Each Unit Owner hereby grants a right of access to and through their Unit to Sponsor or its designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements and/or the Units pursuant to or in accordance with the offering plan, filed plans and specifications, the declaration and applicable law.

The Sponsor, for so long as the Sponsor controls the Board and the Board of Managers and their respective designees shall have an easement of access to all Residential Units for the purpose of maintenance, repair and replacement of recessed exterior lighting and to install, repair and maintain all pipes, conduits, ducts and other facilities servicing the exterior lights without the consent of the respective Residential Unit Owner upon forty-eight (48) hours prior notice to the Residential Unit Owner unless there is an emergency.

Each Unit Owner grants an easement of ingress and egress in, over and through any hallway that may be part of their Unit to any other Unit Owner, tenant, resident or other persons needing ingress or egress to their respective Unit that may be necessary for said purpose.

The Board of Managers will have and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace.

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Any easements granted to Sponsor, the Board of Managers, any Unit or any Unit Owner under the Declaration and the By-Laws may be exercised by such Sponsor's, Board of Managers or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Unit Owner or Board of Managers.

Each Unit Owner will have a right and easement to use its Unit and the Limited Common Elements appurtenant to such Unit or Units, and the General Common Elements, subject to and in accordance with the terms and conditions of the Declaration and By-Laws.

All easements in favor of the Sponsor and/or Board of Managers for premises located within a Residential Unit may only be exercised upon reasonable notice to the Residential Unit Owner.

All Unit Owners, residents, guests, tenants and anyone else needing access to a Unit shall have an easement of ingress and egress, in, through and over the Property of the

Condominium, including the Common Elements regardless of how classified for access to their Unit.

The Board of Managers will have an easement and unlimited access to any Limited Common Elements for the purpose of making inspections, repairs or rebuilding of the Condominium.

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 subject to the provisions of Section 339-m. Each Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i (1) (iv) of the Condominium Act, based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Residential Unit. See Special Risk No. 22 as to Sponsor's right to adjust the Percentage of Common Interest a de minimis amount so that the Percentage of Common Interest equals one hundred (100%) percent.

Bicycle Storage Space Area

The Condominium will include a Bicycle Storage Space Area located on the cellar level of the Building as a General Common Element for use by the Unit Owners on a first come, first served basis, as determined by the Sponsor and/or Board of Managers as the case may be, in their sole and absolute discretion. The Bicycle Storage Space Area will accommodate the storage of up to thirteen (13) bicycles. The Board of Managers may adopt rules and regulations regarding the use of the Bicycle Storage Space Area.

Recreation Facilities

The Condominium will include a 313 square feet of recreation area located on the first floor for use by the Residential Unit Owners. Use of these facilities shall be based upon a first come, first served basis, as determined by the Sponsor and/or Board of Managers as the case may be, in their sole and absolute discretion. Such roof first floor recreation area may only be used for unit owner gatherings and no other activities are allowed. Additionally, Sponsor will not be providing any furnishings to the first floor recreation area. Furnishings and/or equipment not provided by the Sponsor will be at the sole cost of the Unit Owners as a Common Expense of the Condominium and not the Sponsor.

The Condominium will include an approximately 270 square foot roof top area for use by the Residential Unit Owners Use of these facilities shall be based upon a first come, first served basis, as determined by the Sponsor and/or Board of Managers as the case may be, in their sole and absolute discretion. Such roof top area may only be used for unit owner gatherings and no other activities are allowed. Additionally, Sponsor will not be providing any furnishings to the roof top area. Furnishings and/or equipment not provided by the Sponsor will be at the sole cost

of the Unit Owners as a Common Expense of the Condominium and not the Sponsor. The roof will comply in all respects with the requirements set forth in the New York City Department of Buildings Bulletin 2018-002. A Permanent Certificate of Occupancy covering the building, including the roof top must be obtained prior to its use as a recreational area.

Parking Facilities

There are seven (7) outdoor Parking Space Units.

There will be an unattended parking for seven (7) cars located in the rear outdoor level of the Building, in compliance with NYC Zoning Resolutions. There will be entrances and exits to the parking via 30th Drive.

Parking Spaces may only be used for the parking of currently registered passenger automobiles, all of which must be validly registered with the Department of Motor Vehicles of any State of the United States of America and properly insured by a nationally recognized insurance carrier.

A space may be provided and maintained in any multiple dwelling or upon the premises thereof, or a structure may be erected and maintained at the rear or side thereof, for the storage of passenger motor vehicles, but only with a written permit therefor when required by local law and in accordance with every applicable local law, ordinance, resolution, code provision or regulation and with the following provisions:

Such space or structure shall be used solely for the storage or passenger motor vehicles of the occupants of the multiple dwelling or of multiple dwellings under common ownership, except that, in the event such space or structure or part thereof is not used by occupants, it may be rented by the owner or owners of such dwelling or dwellings to persons other than the occupants thereof. The space which has thus been rented shall be made available to an occupant within thirty days after written request therefor. However, such space may be used also for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the site and of the dwellings thereon.

Sponsor shall be obligated to obtain a Certificate of Occupancy for the Parking Units at the Condominium. Said Certificate of Occupancy is estimated to be issued in May, 2020.

Major Fixtures or Equipment Not Included in the Offering Price

The Sponsor will provide a gas range, refrigerator, microwave, dishwasher and stacked electric ventless washer/dryer unit in each Residential Unit.

Balconies and Terraces

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

Buildings and the Unit Owner will be assessed the monetary penalty resulting from such violation.

Amenities

All amenities, specifically the rooftop recreation area in the building will be fully operational as of the date of commencement of condominium operations. The budget and common charges will not incease in the second year of operations due to availability of amenities.

Appliances

Sponsor shall provide each Purchaser with one gas range, one microwave oven, one refrigerator and one dishwasher. Sponsor shall also provide one washer/dryer stacked electric ventless unit.

LOCATION AND AREA INFORMATION

Location

The Property is located on 30th Drive, between 23rd Street and Crescent Street, in Astoria, County of Queens, City and State of New York.

The surrounding areas and neighborhood is composed of primarily of single family, multi-family detached and semi-detached residences and commercial stores and offices. The surrounding areas are residential with concentrated areas of retail and commercial properties. The properties adjacent to and to the North, East, South and West of the Condominium are all residential and commercial properties. To the Sponsor's knowledge, there are no adjacent or nearby properties which a reasonable Purchaser would find obnoxious.

Transportation

New York City is served the three major airports: LaGuardia Airport, Kennedy International Airport and Newark International Airport. Passenger railroad service is provided from Pennsylvania Station, located at Seventh Avenue and 33rd Street, and from Grand Central Station, located at Lexington Avenue and 42nd Street.

Transportation to and from the Building, and through New York City, is available by taxi and limousine service. Public transportation is also readily available. Public buses run regularly along the Q18 route (31st Avenue, 58th Street, 65th Place), the Q19 route (Astoria Boulevard), the Q69 route (21st Street, Ditmars Boulevard, Jackson Heights), the Q101 route (Rikers Island, Steinway Street, 58th Street and 2nd Avenue), the Q102 route (31st Street. Roosevelt Island), the Q104 route (Broadway, 48th Street) and the M60 route (LaGuardia Airport via Astoria Boulevard, 125th Street – Manhattan). The number N and W local subway lines stop at Ditmars Boulevard, Astoria Boulevard and 30th Avenue at 31st Street and provide Manhattan-bound service. In addition, a number of commercial parking garages are located nearby.

Shopping

There is local shopping area located on 30th Avenue, Broadway, Steinway Street and Ditmars Boulevard, all located within one mile from the Condominium.

Medical, Educational and Religious Facilities

A number of excellent medical centers, such as Mount Sinai Medical Center, Astoria Medical Center, Astoria Pediatric Associates and New York Hospital of Queens, are readily accessible.

Numerous private schools, public schools and parochial schools on the elementary, middle school and high school levels are located within walking distance of the Building, including Les Enfants Montessori School, PS127 Aerospace Science Magnet School,

PS122 Mamie Fay School and Long Island City High School. Nearby colleges include Vaughn College of Aeronautics and Technology and LaGuardia Community College

There are various denominational synagogues and churches located within walking distance from the Condominium.

Municipal Services

The City of New York will provide water, sanitation, police and fire services to the Building.

The local police station is the 114th Precinct, located at 34-16 Astoria Boulevard, Astoria, New York.

The local fire station is Engine 312, Battalion 49, located at 22-63 35th Street, Astoria, New York.

The City of New York will remove snow and maintain the roads in the street in front of the Condominium.

Municipal Services

The mailing address for the Building is 23-10 30th Drive, Astoria, New York 11102.

Zoning

The Property is located in an R6B zoning district in which residential use is permitted.

Options to Acquire Adjacent Areas

Neither the Sponsor nor the Sponsor's principals own, in whole or in part, or have an option or right to acquire, in whole or in part, any adjacent areas to the Condominium premises. Any change in this information that occurs while stales are continues will be disclosed in an amendment to the plan within thirty (30) days after the information becomes known to the sponsor.

Landmark

The Building does not have landmark status.

General

Sponsor makes no representations to the continued existence of any of the named establishments or transportation lines. Additionally, no representation is made that future construction in the neighborhood surrounding the Condominium will not result in the obstruction of the views from any windows.

SCHEDULE A – PRICES OF UNITS AND RELATED INFORMATION

SCHEDULE A
THE ELY ASTORIA CONDOMINIUM
OFFERING PRICES AND RELATED INFORMATION
OCTOBER 1, 2020 TO SEPTEMBER 30, 2021

	(ii)	(i)		Limited Common Elements		(iii)	(iv)	(v)	(v)	(v)	(vi)	(vi)
Unit No.	Offering Price	Approx. Area SF	No. Bedrooms/ Bathrooms	Uninhabitable Balcony Area	Uninhabitable Terrace Area	Total Percent Common Interest	Projected Com. Chg. Monthly	Projected Com. Chg. Annual	Projected Real Estate Taxes Monthly	Projected Real Estate Taxes Annual	Projected Total Carrying Charges Monthly	Projected Total Carrying Charges Annual
2A	$ 756,000.00	529	1/1	21	-	6.06%	338.08	4,056.95	410.67	4,928.04	748.75	8,984.99
2B	$ 854,000.00	595	1/1	23	-	6.84%	381.90	4,582.85	463.91	5,566.86	845.81	10,149.71
2C	$ 868,000.00	609	1/1	-	-	6.95%	388.16	4,657.98	471.51	5,658.12	859.67	10,316.10
2D	$ 791,000.00	553	1/1	-	-	6.34%	353.73	4,244.77	429.68	5,156.19	783.41	9,400.96
3A	$ 783,000.00	529	1/1	100	-	6.27%	350.15	4,201.84	425.34	5,104.04	775.49	9,305.88
3B	$ 884,500.00	595	1/1	100	-	7.08%	395.54	4,746.52	480.47	5,765.68	876.02	10,512.20
3C	$ 899,000.00	609	1/1	88	-	7.20%	402.03	4,824.33	488.35	5,860.20	890.38	10,684.53
3D	$ 819,250.00	553	1/1	90	-	6.56%	366.36	4,396.37	445.03	5,340.34	811.39	9,736.71
4A	$ 810,000.00	529	1/1	100	-	6.49%	362.23	4,346.73	440.00	5,280.04	802.23	9,626.77
4B	$ 915,000.00	595	1/1	100	-	7.33%	409.18	4,910.19	497.04	5,964.49	906.22	10,874.69
4C	$ 930,000.00	609	1/1	88	-	7.45%	415.89	4,990.69	505.19	6,062.27	921.08	11,052.96
4D	$ 847,500.00	553	1/1	90	-	6.79%	379.00	4,547.97	460.37	5,524.49	839.37	10,072.46
5A	$ 904,000.00	569	1/1	-	457	7.24%	404.26	4,851.16	491.07	5,892.79	895.33	10,743.95
5B	$ 899,000.00	473	1/1	-	294	7.20%	402.03	4,824.33	488.35	5,860.20	890.38	10,684.53
P1	$ 75,000.00		-	-	-	0.60%	33.54	402.47	40.74	488.89	74.28	891.37
P2	$ 75,000.00		-	-	-	0.60%	33.50	402.00	40.69	488.32	74.19	890.32
P3	$ 75,000.00		-	-	-	0.60%	33.50	402.00	40.69	488.32	74.19	890.32
P4	$ 75,000.00		-	-	-	0.60%	33.50	402.00	40.69	488.32	74.19	890.32
P5	$ 75,000.00		-	-	-	0.60%	33.50	402.00	40.69	488.32	74.19	890.32
P6	$ 75,000.00		-	-	-	0.60%	33.50	402.00	40.69	488.32	74.19	890.32
P7	$ 75,000.00		-	-	-	0.60%	33.50	402.00	40.69	488.32	74.19	890.32
	$ 12,485,250.00					100.00%	5,583.10	61,800.00	6,781.88	81,386.00	12,364.97	148,379.69

NOTES: THE BALCONIES AND TERRACES ARE UNINHABITABLE SPACE. THIS SPACE MAY NOT BE LEGALLY USED AS A BEDROOM OR LIVING ROOM AND THAT TO DO SO MAY RESULT IN A BUILDING CODE VIOLATION BEING ISSUED FOR THE BUILDING. THE APPROXIMATE ARE SQUARE FOOTAGE DOES NOT INCLUDE THE SQUARE FOOTAGE OF THE LIMITED COMMON ELEMENTS OR OTHER UNINHABITABLE SPACE. ADDITIONALLY, THE PROJECTED REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF PROJECTED CONDOMINIUM OPERATIONS. THE REAL ESTATE TAXES MAY SIGNIFICANTLY INCREASE IN SUBSEQUENT YEARS AND WHEN CONSTRUCTION OF THE BUILDING IS COMPLETE AND THE PROPERTY IS FULLY ASSESSED.

FOOTNOTES TO SCHEDULE A

The amounts set forth on Schedule A are projected based on the assumption that the First Year of Condominium Operations will be the year from October 1, 2020 through September 30, 2021. The actual First Year of Condominium Operations may begin earlier or later than the projected date.

(i) Any floor plan or sketch or schedule shown to a prospective Purchaser is only an approximation within reasonable tolerances and may change due to field, conditions, construction variances and tolerances and were obtained by using the method customarily used in New York City to measure Condominium Units. Purchasers should note that there is a rebuttable presumption that an area that is diminished by 5% or les is not material. Any material changes will be set forth in an amendment to the Offering Plan, an no material adverse change will be made in the size (ex. a decrease), configuration, or layout of a Unit for which an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within the Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the materially adversely affected Purchaser(s) the right, for at least fifteen days, to rescind their Agreement and receive a refund of their deposit, together with all interest, if any, earned thereon. An increase in the size of a room or Unit will not on its own give rise to a right of rescission. The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from (a) the outside face of the exterior walls of the Building, to (b) the centerline of the interior partitions separating the Residential Unit from another Residential Unit, or (c) the centerline of the corridor partitions separating the Unit from the corridor or any other spaces, if any. Each Residential Unit will consist of the volume measured vertically from the wood subfloor or concrete floor to the underside face of the gypsum ceiling supported by the structural system forming the floor of the Residential Unit above or forming the roof above. The interior of the entrance doors, windows and their panes and frames, and HVAC Unit and their sleeves, will be included as part of each Residential Unit. The square footage of each Unit is not based upon measurements from interior surfaces of interior walls and the actual area comprising the Condominium Unit is significantly less than the amount listed in Schedule A. As is customary in New York, these square foot areas exceed the usable floor area of each Unit. The method of measurement is applicable to all Units. The room count for Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York. Individual unit floor plans are contained in Part II of the Plan. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. Terraces shown on Schedule A are Residential Limited Common Elements.

(ii) No change in the sales price will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below

the offering plan prices without filing an amendment to the Plan at any time during the offering where a reduction in the offering price does not constitute a General offering, but is rather the result of an individual negotiated purchase. Accordingly, Purchasers may pay different Purchase Prices for similar Residential Units. In addition to the payment of the Purchase Price, each Purchaser shall be responsible for the payment of certain Closings costs and expenses at the time of Closing, as explained in the Section of the Plan entitled "Closing Costs and Adjustments." If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of additional Closings costs and expenses relating to such loan. There will be an apportionment of certain charges relating to the Units at the Closing. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY. Purchasers should refer to the Section of the Plan entitled Changes in Prices and Units for further information.

(iii) The percentage of Common Interest for each of the Units has been calculated in accordance with Section 339-i1(iv) of the Condominium Act based upon floor space, subject to the location of such space and 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 Condominium Unit. The size of the Unit, the location of the Unit, balconies, terraces and other limited common elements are factors which have been considered in determining the percentage of Common Interest of each Unit pursuant to Sec. 339-i, Subsection (1)(iv) of the Real Property Law of the State of New York.

(iv) The estimated monthly Common Charges for each Unit are based on Schedule B – First Year's Budget prepared by Sponsor's Condominium Budget Expert on the assumption that the First Year of Condominium Operation will be the year from October 1, 2020 through September 30, 2021. The actual First Year of Condominium Operation may be earlier or later than such year. In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes on the Unit, mortgage payments under the loan, if any, obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately metered and payable either directly to the utility company, the costs of any insurance which the Unit Owner obtains for the Unit and the costs of interior repairs and decorations to the Unit. See the Section of the Plan entitled "Schedule B-1 – Budget for Individual Energy Costs" concerning estimates of certain electric costs for the Residential Units. All Unit Owners from and after the Closing, including Sponsor with respect to Unsold Units, shall be responsible for payment of all Common Charges with respect to their Units payable monthly or as specially assessed.

Each Unit has a separately metered domestic utility costs for electricity including for air conditioning, lighting and power for each Unit and there is one meter for common area electrical consumption.

Each Unit has a separately metered domestic utility costs for gas including for cooking and heating for each Unit. The cost for gas for the common areas, if any, will be borne by the Condominium as a common expense.

If Unit Owners obtain cable television services, telephone services, or an individual unit security monitoring system, the costs of same shall be borne by and be an additional cost to the Unit Owner.

As discussed in the Section of the Plan entitled "Description of Property and Improvements" subsection "General Description of the Services and Facilities," all amenities, specifically the first floor and rooftop recreation areas in the building will be fully operational as of the date of commencement of condominium operations. The budget and common charges will not increase in the second year of operations due to availability of amenities.

(v) With regard to projected real estate taxes, after the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units.

The projected real estate taxes are for the first year of projected condominium operations only. The real estate taxes may significantly increase in subsequent years and when construction of the building is complete and the property is fully assessed. It should be noted by Purchasers that the City of New York may increase the real estate tax rate at any time and if the real estate tax rate increases, then the real estate taxes to be paid by Purchasers would increase during the First Year of Condominium Operations or subsequently. Future increases cannot be predicted by Sponsor.

The projected aggregate real estate taxes payable with respect to all Units for the First Year of Condominium Operation, based upon the post-construction (i) taxable assessed valuation of $652,500.00 and (ii) the 2020/2021 effective tax, will total approximately $81,386.00 based on the real estate tax projection opinion prepared by Sponsor's Real Estate Tax Consultant set forth in Part I of the Plan.

No warranty or guarantee is made that the actual assessed valuation will be as projected above, that the projected tax rate will be in effect for all or any portion of the Property during the First Year of Condominium Operation or the real estate taxes will be allocated among Units in proportion to the appurtenant Common Interests. In no event will Sponsor, Tax Counsel, Real Estate Tax Consultant or any offeror be liable to any Purchaser, nor will any Purchaser have the right to rescind the Purchase Agreement, in the event the amount of real estate taxes differ from those projected.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as a single entity. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Register's Office. Once a separate tax lot is established for a Unit and apportionment of the assessed valuation of the Property to the newly created tax lot representing the Unit is officially made and a tax bill is issued by the City of New York to such Unit Owner, a Unit Owner will not be responsible for the payment of real estate taxes assessed against another Unit, nor will the Unit be subject to any lien arising out of non-payment of real estate taxes assessed against another Unit.

For purposes of Schedule A, the projected real estate taxes for the Units were based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the projected selling price presented in the Plan for each Unit bears to the gross sellout price for all Units available for purchase in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. There is no assurance that the City of New York tax assessor will allocate taxes among Units based upon Common Interest percentages. Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly, these estimates are to be considered opinions and are not intended, and should be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, Tax Counsel, Real Estate Tax Consultant or any offeror be liable to any Purchaser, nor will any Purchaser have the right to rescind the Purchase Agreement, if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that predicted herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future.

In the opinion of Tsoromokos & Papadopoulos, PLLC, a copy of which is set forth in Part I of the Plan, a Residential Unit Owner who uses the Residential Unit as a personal residence will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers are further advised that H.R.1, commonly referred to as the Tax Cuts and Jobs Act there is a newly passed limitation of a $10,000.00 cap on the itemized deduction of state and local income and real estate property taxes. Purchasers should note, that the $10,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000.00 threshold. Purchasers should note that deductions, if applicable, may vary in future years due to changes in the interest rate or the Residential Unit Owner's mortgage or from changes in the allocation of the 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. Sponsor makes no guaranty or warranty concerning the availability of any tax deductions.

At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of real estate taxes assessed against other Units. (See the Section of the Plan entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium" for more details.)

(vi) These figures represent the aggregate estimated monthly carrying charges which include estimated Common Charges and estimated real estate taxes. Purchasers should note that should the Purchaser obtains mortgage financing, each purchaser's debt service will be an additional expenses. Purchasers should also note that these estimated aggregate monthly carrying charges do not include the cost for separately metered individual utility charges including gas and electricity consumption for heat, hot water, air conditioning and cable television as well as repairs to the interior of the unit. Purchasers should refer to Schedule B-1 for individual carrying utility company estimated charges.

A Purchaser of a Unit will be required to make a contribution at the Closing of Title to the Working Capital Fund in an amount equal to 2 months' Common Charges assessed against the Unit. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.

NO WARRANTY, GUARANTY OR ASSURANCE IS GIVEN AS TO:

(i) Any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuations, tax rates or tax amounts during the first year of Condominium operations, the estimates of the portions of such assessed valuations that will be allocable to the Condominium Units and the projections of the average real estate tax rate will be in effect during such first or subsequent year of Condominium Operation and/or the rate of construction progress of the Condominium Building;

(ii) The figures or methods that the New York City Real Estate Tax Assessment Bureau will use to allocate the Property's aggregate assessed valuation between the Units, or the New York City Real Estate Tax Assessment Bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described in this offering plan; or

(iii) The accuracy of any of the projections or estimates made in this offering plan and in Schedule A;

If the City of New York does not subdivide or apportion the real estate taxes prior to the first Closing, then the real estate taxes for the Condominium Units, prior to subdivision into Condominium Unit tax lots (one for each Condominium Unit) will be determined by multiplying the total real estate tax for the applicable tax year by the percentage of Common Interest of each particular Condominium Unit. Each Unit Owner will be required to pay their proportionate share of the real estate taxes based on the foregoing until such time as the real estate taxes have been apportioned to each individual Condominium Unit by the City of New York. The Unit Owner shall pay to the Sponsor or to the Condominium Board, its proportionate share if the Sponsor or the Condominium Board has or will advance any sums for real estate taxes on behalf of all Unit Owners, with such sums due from the date of the Closing of title by a Unit Owner to the end of the period of time which the Sponsor or Condominium Board will or has paid the appropriate real estate taxes.

If units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, sponsor may place in escrow, in the name of the board of managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first closing. Alternatively, the sponsor may place in escrow, in the name of the board of managers, an amount equal to the real estate taxes attributable to the unsold units for such six month period and may collect at each unit closing the estimated amount of taxes attributable to such unit for the balance of the six month period. The board of managers will pay the real estate taxes from any escrow account when taxes are due and payable and the funder of any escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment. No escrow will be required if the condominium by-laws include as part of the common expenses, real estate taxes on the property until the units are separately assessed and after assessment unit owners will be reimbursed for any overpayment of taxes or assessed for an underpayment.

In no event will Sponsor, Sponsor's counsel, Sponsor's special tax counsel, Sponsor's Real Estate Tax Consultant, Selling Agent, or any Offeror hereunder be liable to any Purchaser or person.

The projection and estimates of the Real Estate Taxes and Assessed Valuations as used in this Offering Plan that will be payable for each of the Units during the projected First Year of Condominium Operations is based upon an opinion letter prepared by Astro Realty Brokerage, LLC ("Real Estate Tax Consultant"), 92-50 Queens Blvd., Rego Park, NY 11374.

SCHEDULE B – PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

The Ely Astoria Condominium
Projected Budget for First Year Operating Budget
October 1, 2020 to September 30, 2021

1. INCOME	
Common charges	$67,000.00
Total Income	$67,000.00
OPERATING BUDGET	
2. Salaries, wages and benefits	
Part time superintendent	$12,500.00
Total Salaries, wages and benefits	$12,500.00
3. Property management	$10,000.00
4. Natural gas for heating, cooling, Hot Water and cooking	$ 0.00
5. Water and sewer charges	$10,608.00
6. Electricity	$ 6,780.00
7. Legal fees	$ 2,000.00
8. Accounting and tax services	$ 4,000.00
9. Insurance	$ 6,187.04
10. Repairs, maintenance and supplies	$ 8,200.00
Total Operating Budget	**$60,275.04**
OTHER COMMON EXPENSES	
11. Reserve fund	$ 6,724.96
TOTAL COMMON EXPENSES	**$67,000.00**

***If the actual or anticipated date of commencement of condominium operation is to be delayed by more than six (6) months from the budget year projected in the offering plan, Sponsor will amend the Plan to include a revised Budget See explanatory footnotes. If the amended Budget exceeds this Budget by twenty-five (25%) percent or more, the Sponsor will offer all Purchasers the right to rescind their Purchase Agreement and have their Deposits returned, with interest, if any within a reasonable period of time that is not less than fifteen (15) days. In addition, in the event the estimated commencement date of the First Year of Operation of the Condominium is delayed by twelve (12) months or more, Purchasers will be offered a right of rescission unless Purchaser enters into a Purchase Agreement subsequent to an amendment disclosing a revised estimated date of the first Closing. In such an event the Purchaser will be offered a right of rescission by an amendment to the Offering Plan if the estimated date of the Closing of the first Unit is delayed by twelve (12) months or more from the estimated date disclosed in the amendment.**

Notes to Projected Budget

The estimated Common Charges to be collected from Unit Owners during the first year of Condominium operation are based upon the assumption that the First Year of Condominium Operations will be the twelve month period October 1, 2020 through September 30, 2021. The actual First Year of Condominium Operations may be earlier or later than the aforesaid twelve month period.

In the event that the actual or anticipated date of commencement of Condominium operation is to be delayed more than six (6) months from the Budget year projected in the Offering Plan, the plan must be amended to include a revised Budget disclosing current projections. Sponsor may not declare a plan effective where there are any material changes to the Budget if these changes have not been disclosed by a duly filed amendment to the Offering Plan.

If such amended projections exceed the original projections by twenty-five percent (25%) or more, the Sponsor must offer all Purchasers the right to rescind and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right, whether or not Sponsor offers to guarantee the previous Budget projection. Sponsor must return any deposit or down-payment and any unexpended portion of any sums paid for special orders to Purchasers who rescind within a reasonable period of time that is not less than fifteen (15) days.

Purchasers will be offered a right of rescission if: (1) the actual date of Closing of title to the first Unit; or (2) the projected date of Closing of title to the first Unit occurs later than September 30, 2021, twelve months after the projected date for the first Closing. If the Plan is amended to provide for a later projected date for the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than 12 months beyond that amended later date. Purchasers will have not less than 15 days from presentation of an offer to rescission within which to elect to rescind.

However, if the first Unit Closing occurs before September 30, 2021, the Sponsor may schedule the Closings of title to other Units significantly later than such date. Unless your Purchaser Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of title to your Unit will occur by any date certain.

1. Income

The estimate of the Annual Common Charges to be collected during the first year of Condominium operation is based upon a projection of the total amount of Common Charges that will be levied against the Units. The reserve fund can also be eliminated by an affirmative vote of the Unit Owners after the first year of Condominium operations. Because the Building is newly constructed, the need for major capital improvements will not be necessary for many years. The reserve fund is not necessary to maintain the operations of the Building during the First Year of Operations and in all likelihood for several years thereafter. It will serve only to fund the cost of major improvements or repairs when they are required in the future.

The residential Unit Owners for this first year operating Budget will be assessed $67,000.00 in Common Charges to fund the operating costs of the Condominium. No other items of income are included in this first year operating Budget.

2. Salaries, wages and benefits

The budget items for Payroll and Related Expenses is based on the following level of staffing:

One part time superintendent ("the labor staff") comprises the labor that will be employed by the Condominium. The employee will not be a union member.

The part time superintendent will be responsible for performing all work required for the normal maintenance of the Condominium, such as cleaning the common elements, landscaping and snow removal in common areas. Cleaning services will be performed in the Building three (3) times per week. Such services include but are not limited to sweeping and mopping the Common Areas and moving the recyclables from each floor.

The Board of Managers shall be responsible for hiring any appropriate repair service and to ensure that such service will make any emergency repairs to the Common Elements in the event that the part time superintendent cannot make any necessary repairs.

The level of staffing complies with all applicable housing and labor laws. The labor costs set forth herein, include benefits required by local, state or federal law or required by contract such as workers' compensation, disability insurance, welfare and pension contributions by employers, unemployment insurance and payroll taxes.

It is projected that the salary, wages, expenses and benefits for the labor staff will be as follows:

ONE PART TIME SUPERINTENDENT

Salary (Part Time Superintendent - 10 hrs week x 52 weeks x $15 / hour)	$10,000.00
Workers Compensation Insurance @ 8.6% of applicable wages	$860.00
FICA @ 6.20% of applicable wages	$620.00
Medicare @ 1.45% of applicable wages	$145.00
NYS Unemployment Insurance @ 3.70% of applicable wages	$370.00
Federal Unemployment Insurance @ 0.60% of applicable wages	$42.00
NYS Disability Insurance @ approximately $37.20 per employee (Minimum $125.00) and Paid Family Leave	$250.00
Total Salary and Benefits for one Part Time Superintendent	$12,287.00

The budget for labor reflects current wage rates and payroll tax rates applicable for the budgeted year, and reasonably anticipated increases for the first year of operation of the condominium.

The wages set forth herein meet state minimum wage laws.

In the event that the Board determines that additional labor is required in the future, common charges will be increased to cover the increased costs of labor.

The payroll taxes and benefits include FICA, Federal and New York State unemployment insurance, workers' compensation, disability insurance, holiday and vacation pay.

The projected expenses for wages, salaries, benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert in comparable buildings and complies with all applicable housing and labor laws.

Purchasers should note that in the event there are nine (9) or more Residential Units being rented in the Condominium, the Condominium may be required to provide a full-time superintendent who resides in the Building. In such an event the cost of a superintendent will increase approximately fifty (50%) percent from the amount currently Budgeted.

3. Property management

The condominium will be managed by FEMC Realty Inc. with offices located at 36-08 30th Avenue, 2nd Floor, Astoria, New York 11103 at the cost of $10,000.00 for the first year of operation of the Condominium. The management fee is at the prevailing rate. Reference should be made to the section "Management Agreement" in Part I of the Offering Plan for further discussion of the terms of the Management Agreement. The Managing Agent and its sole principal is also one of the principals of the Sponsor.

The Managing Agent will be responsible for issuing monthly common charge invoices to the Unit Owners, collecting the monthly common charges, paying bills of the condominium, and overseeing the employees of the condominium. The duties of the Board with respect to management of the Condominium are set forth in Section this Offering Plan.

It should be noted that in the event it becomes necessary to hire another managing agent, common charges will increase to cover the cost of any additional management fees, if any. .

4. Natural Gas for Heating, Hot Water and Cooking

Based upon the opinion of Mottola Rini Engineers P.C. with offices located at 36 West 25th Street, New York, New York 10010, there will be no Common Area gas consumption.

Each individual condominium unit will have its own gas meter for consumption of gas for heating, hot water production and cooking purposes. Each Unit Owner must make arrangements with the utility company to obtain gas service.

See Schedule B-1 for gas costs for each individual Unit.

5. Water and sewer charges

The Building's water for consumption purposes will be supplied by the Department of Environmental Protection (DEP a municipal agency of the City of New York. The Building will be supplied with water from DEP's street main which will enter the basement in the water and sewer meter room. The Building will dispose of its waste water into the DEP street sewer main which is connected to the Building in the basement water and sewer meter room. Water supplied to the Building will be metered at the point of entry into the Building in the basement water and sewer meter room. Waste water is not metered by the DEP but usage is measured and charged using a factor of water consumption.

There will be one water meter measuring all of the Building's consumption of water and this cost will be included in Common Charges. All water and sewer usage is billed quarterly directly by DEP to the Condominium. It should be noted that a 10% inflation factor has been included in the estimates.

The summary of water and sewer costs for purposes of Common Charges are:

	Cubic Feet	Cost
Water and Sewer Consumption	81,979	$10,608.00
Total	81,979	$10,608.00

6. Electricity

All electricity is supplied to the Building by the public utility company, Consolidated Edison Company. The Building electric service comes into the Building from Con Edison's underground main electric service located in the street. The electric service enters the Building in the electric utility room located in the basement where a series of separate meters measure usage for all common areas and residential parts of the Building. The electric usage of each residential Unit is separately metered, and are billed monthly directly by Con Edison to each Residential Unit Owner. The electric usage for all common areas are separately metered and billed monthly directly by Con Edison to the Condominium.

Common charge electricity usage consists of all Building electricity usage not metered or used by an individual residential Unit. Lighting for the rear of the building where the area where the Parking Space Units are located is included as a Common Expense in these projections. Examples of common charge electricity usage would be: hallway and stairwell lighting, power for all mechanical equipment including elevator, boilers, cooling tower, ventilation and exhaust fans, gym equipment, recreation areas, etc.

Electricity will be used for lighting, power and elevator. The projected cost per kilowatt of electricity is $0.455 per kilowatt-hour inclusive of sales tax (and inclusive of an inflation factor) for energy to provide lighting, power and air conditioning for the Building. The cost of electric is based upon Consolidated Edison Rate Schedule 1.

There is no air conditioning in the common areas.

Air conditioning in individual Units is provided by electricity. There will be separate electric meters for each condominium Unit to measure electricity usage by each Unit Owner.

There will be one common electric meter for electricity usage for the common areas of the condominium to be paid by the condominium as a common expense through common charges. Electricity for the cellar, the storage units and the outdoor parking area is included in this budget.

The common electric meter will meter electricity consumed for public interior lighting, exterior lighting, fans, pumps and elevator.

The projection for the electricity usage is based upon estimates provided by Mottola Rini Engineers P.C. with offices located at 36 West 25th Street, New York, New York 10010.

It is anticipated that the Condominium will utilize approximately 15,235 kilowatts–hour per year of electricity at a rate of approximately $0.455 per kilowatt for a total price of $6,780.00.

The cost of electricity for public lighting is based upon 24 hours of operation per day for interior lighting and 12 hours of operation per day for exterior lighting.

In view of the current energy situation, it is not possible to predict whether the budgeted figure will reflect the annual cost to be incurred during the first year of condominium operation, which will vary with the level of consumption and the cost of the utility. Electricity is generated by the utility company by means of fuel oil as primary energy source. If the cost of oil used to generate electricity increases, it is likely that electricity rates will increase. It is believed that the projected figure should be sufficient to cover any reasonable increase in the cost of electricity resulting from the foregoing during the first year of condominium operation.

The utility costs, for the purposes of this budget have been increased by three percent to reasonably anticipate an increase in utility costs.

See Schedule B-1 for electricity costs for each individual Unit.

7. Legal Fees

The Condominium will engage a law firm to act as the attorney for the Condominium to advise the Condominium Board on legal issues that may arise in connection with the Condominium's normal business operations. The amount reflected does not cover

extraordinary costs or expenses for additional services rendered or costs incurred to conduct litigation on behalf of the Condominium. The estimated cost for these services for the first year is $2,000.00.

8. Accounting and Tax Services

Based on their proposal dated Charalambos Selearis, CPA PLLC, it is anticipated that the Condominium will enter into an agreement with Charalambos Selearis, CPA PLLC, certified public accountants, located at 45-02 Ditmars Blvd., Suite 1000, Astoria, New York 11105 to provide tax preparation, financial statement preparation, and audit/review services for the Condominium. It is estimated that the first year cost for these services will be $4,000.00.

9. Insurance

Property and liability insurance coverage is estimated to cost $6,187.04, based on a proposal dated April 23, 2020 from Delta Insurance Agency, Inc., 30-93 31st Street, Astoria, NY 11102, a licensed insurance broker. Insurance coverage is summarized as follows:

Items covered:	Coverage amounts:
All risks, Building stipulated value	$5,900,000.00
Loss deductible	$2,500.00
Loss of rents/common charge income	$Actual Loss Sustained
General liability	$1,000,000.00
General liability aggregate	$2,000,000.00
Director and officer liability	$500,000.00
Boiler and machinery	Included
Umbrella liability	$2,000,000.00

All risk Building coverage – the Building limit value is based upon the estimated current replacement cost for the Building (excluding the costs for Land, excavation, and foundation). This replacement cost was determined from the appraisal performed as part of the Sponsor's bank construction loan and in conjunction with standard insurance industry practices for estimating replacement cost and insurance requirements. The licensed insurance broker believes it is considered adequate to not make the insured a co-insurer. The all-risk policy covers, but is not limited to, losses caused by fire, windstorm, vandalism, collapse, sprinkler leakage, riot and civil commotion, weight of ice and snow

and falling objects. Any incurred loss will be adjusted on a replacement cost basis, with no allowance for depreciation.

Loss deductible – the Condominium will be responsible for the first $5,000 per occurrence on all property claims.

Loss of rents – in the event the Building is deemed uninhabitable due to a covered property loss to the Building, the insurance policy will pay the Building maintenance fees covered in the operating Budget up to the $45,653.00 limit shown, until the Building can be restored.

General liability and General liability aggregate – this will cover lawsuits against the Condominium for bodily injury and/or property damage claims. Defense costs are automatically covered in addition to the limits shown. There will be no deductible applied to General liability claims.

Directors and officers liability – this will cover claims against the Condominium's Board of directors for mismanagement of the Condominium's affairs.

Boiler & machinery – this will cover mechanical breakdown and defined accidents to the Building's heating, electrical and cooling systems with coverage up to the Building limit.

Umbrella liability– this coverage applies to General liability claims in excess of the General liability limits shown up to the umbrella liability limit shown.

Fiduciary liability – this will cover any misappropriation or embezzlement of Condominium funds by either the management company, employees or any other fiduciary.

Additional coverages not included in the quote but to consider – Flood and Earthquake. While the Building is not located in a flood zone or on a fault line this coverage maybe required by a lender or Mortgagee.

The insurance coverage will not be cancelled without a notice to the Condominium's Board of directors and Mortgagee.

Each individual Residential Unit Owners should consider the desirability of obtaining additional insurance at their own cost, which is not included in the above coverage, for the following coverage:

- Fire or casualty; losses to the contents of their Unit and any replacement, additions, upgraded fixtures and improvements therein and coverage for any additional living expenses if the Unit is not inhabitable; and
- Liability for the personal injury or property damage as a result of occurrences in their Unit, including water damage and legal liability to cover damage arising from leaks or other conditions with or from the Unit.

The coverage amount limited stated above for casualty insurance is based on full replacement value and should be sufficient to avoid the effects of co-insurance. The Condominium Board of Managers should review said amount annually. The above quotation does not include excess liability, workers compensation and auto liability which may be obtained at additional expense to the Condominium.

The insurance policies will provide that (i) each Residential Unit Owner is an additional insured; (ii) there will be no cancellation without notice to the Condominium Board and/or their legal representatives; (iii) the right to subrogation against Residential Unit Owners is waived; (iv) the defense of invalidity because of acts of defense of pro-rata reduction in liability if Residential Unit Owners obtain additional coverage is waived; and (v) policy will follow perimeters set forth by Declaration and By-Laws of Condominium.

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

No coverage is provided for fire and casualty losses to the contents of each Residential Unit and/or Parking Space Unit, nor does the coverage take into account any future replacements or additions to the Residential Units, Parking Space Units or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Residential Unit Owner, Parking Space Unit Owner is included in the coverage provided above for occurrences not within the Common Elements. Prospective Purchasers should consult their attorney or insurance agent to determine the advisability of obtaining insurance of their own risk of liability and fire and casualty losses. The consequences of not having such insurance is that if there is an uncovered loss, the condominium may need to raise common charges to cover any such loss.

Coverage for elevator collision, auto liability and garage keeper's liability are not included but may be available to the Condominium at an extra cost.

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

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

10. Repairs and maintenance

The Budget for common area repairs and maintenance of $10,700.00 is based on estimated charges for ordinary maintenance and repairs of the General Common Elements, including periodic painting and Building supplies such as cleaning supplies, lubricants, bulbs, fixtures, hardware, rubbish compactor bags, salt during period of snow,

expenses for the maintenance and servicing of equipment, annual inspection fees and related services so as to properly operate the Building efficiently and according to local Building codes. Because the Building is of new construction, only minor repairs for plumbing, electrical, or carpentry etc. have been assumed. A capital reserve fund is included in the Budget and is outlined separately below to cover the cost of major repairs and replacements in the future as the Building ages. Any maintenance or repair costs related to the interior of a residential Unit such as painting, plumbing, HVAC equipment repairs, etc., have not been included in this Budget as these costs are the responsibility of the individual Residential Unit Owner.

Summary of repairs and maintenance costs are:

Supplies	$1,000.00
Extermination	$1,000.00
Elevator	$2,200.00
Inspections and Permits	$1,000.00
Window Cleaning	$1,500.00
Sprinkler System/Fire Protective Alarm System	$1,500.00
Total	$8,200.00

11. Reserve fund

A capital reserve fund of approximately 11.15% of the first year operating Budget (excluding the capital reserve fund cost) or $6,724.96 has been included in the first year operating Budget. The capital reserve fund will be designated for the repair or replacement of major Building components or equipment such as boiler or cooling tower replacement, roof or elevator replacement, etc. After the First Year of Operations, the Condominium's Board of Directors will have the authority to determine the amount, usage and duration of any future funding levels for the capital reserve fund. At this time the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of Condominium operation since the Building is newly constructed.

All amenities, specifically the first floor and rooftop recreation area sin the building will be fully operational as of the date of commencement of condominium operations. The budget and common charges will not incease in the second year of operations due to availability of amenities.

SCHEDULE B-1 PROJECTED ENERGY ESTIMATES

MOTTOLA RINI ENGINEERS P.C.
CONSULTING ENGINEERS

March 13, 2020

Tsoromokos & Papadopoulos, PLLC
4502 Ditmars Blvd. Suite 1000
Astoria, NY 11105

Attention: Mr. Nick Tsoromokos

Re: New Condominium @
23-10 30th drive
Long Island City, NY, 11102
Utility Cost Estimates

Dear Mr. Tsoromokos:

The following is the projected **individual unit electrical costs** for lighting, power, hot water, cooking, laundry washer/dryer, heating, ventilation and air conditioning for the condominium units:

Unit	KW-Hrs./Year	$/Year
Unit 2A, 3A & 4A	6,850	$ 3,115.00
Unit 2B, 3B & 4B	7,285	$ 3,315.00
Unit 2C, 3C & 4C	7,285	$ 3,315.00
Unit 2D, 3D & 4D	6,850	$ 3,115.00
Unit 5A	7,198	$ 3,275.00
Unit 5B	7,198	$ 2,275.00

The following is the **projected common area costs** for this project: (This includes power and energy for, public lighting, fans, common area heating, elevator, pumps, etc.).

Electricity

For public interior and exterior lighting, pumps, fans, elevator, common area hvac equipment, etc.:

15,235 KWH/year = $ 6,780.00/year

Water and Sewer

$ 10,608.00/year (81,980 CF/year total)

The above figures are based on the following assumptions:

1. Double insulated glass, thermal barrier type windows.
2. R-30 insulation for roof.
3. R-19 insulation for walls.
4. Individual tenant electric meters and a house electric meter are provided.

36 WEST 25 STREET, NEW YORK, NY 10010 TEL: (212) 627-7299 EMAIL: MOTTOLARINI@MRE-NYC.COM

5. Cost of Electricity: $.455 per KW-hr average yearly residential usage. Costs include taxes, and adjustments, and a 10% inflation factor, but no utility company demand charges.
6. Cost of Gas: $2.25 per Therm average to include taxes, adjustments and a 10% inflation factor.
7. Heating based on 4871 degree days, 68F space temperature average with +5F outdoor design with 15 mph wind.
8. Cooling based on 600 load hours per air conditioning residential season, figured with 10,000 BTUH unit for bedrooms and a 13,000 BTUH unit for living rooms/rec. rooms. All units figured with an EER of 11.5.
9. Single bedroom apartments assume occupancy of two (2) persons.
10. Each apartment has an electric range for cooking. Usage is based on three meals a day.
11. Apartment will have individual laundry equipment. Apartment laundry dryers shall be electric.
12. Exterior lighting will be operated on a time clock basis. Lighting is based on sixty one (70) 12-watt indoor fixtures and four(4) 20-watt outdoor fixtures. Common electric costs also include central exhaust fans, common area hvac equipment & pumps, an elevator and the like.
13. Water costs are computed at $12.94 per 100 cubic feet of water residential usage. Each person will use approximately 60 gallons of water per day. Calculations are based on metered method. Costs include taxes, adjustments and a 10% inflation factor.

The above figures are based upon construction complying with the New York City Energy Conservation Construction Code. Costs can vary considerably depending upon actual usage, personal habits and maintenance of equipment in efficient operating condition, as well as, thermostat settings. These figures are not intended to be a guarantee.

Although it is believed that the foregoing is accurate, no warranty is made to what the actual costs may be.

Very truly yours,

Anthony Rini, P.E.
Mottola Rini Engineers, P.C.

36 WEST 25 STREET, NEW YORK, NY 10010 TEL: (212) 627-7299 EMAIL: MOTTOLARINI@MRE-NYC.COM

SCHEDULE B-1 PROJECTED INDIVIDUAL ENERGY COSTS BUDGET

Mottola Rini Engineers P.C. with offices located at 36 West 25th Street, New York, New York 10010 provided the attached estimate of annual electric energy costs for lighting and for operating typical electrical appliances located in reach Residential Unit.

Actual costs may vary depending upon the hours of use, thermostat settings and proper maintenance. These cost figures are estimates and are not intended as guarantees.

In view of the fact that these averages may include the use of energy by persons of varying need with different standards of comfort or with families of different sizes, the amount of energy used by the Purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, fuel shortages and other factors may raise the cost of electricity and gas substantially higher than the current or projected rate. Purchasers should note that a 10% inflation factor has been included in these estimates

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

TP TSOROMOKOS PAPADOPOULOS ATTORNEYS

NICK TSOROMOKOS, ESQ.
ANTHONY PAPADOPOULOS, ESQ.
718.721.1250
F 718.721.1270
@ INFO@TANDPLAWFIRM.COM

November 27, 2020

New York State Department of Law
28 Liberty Street
New York, New York 10005

Re: The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York 11102 ("Property")

Gentlemen:

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

Our experience includes the preparation of numerous Condominium Offering Plans in the State of New York for over sixteen (16) years.

In reviewing said Schedule A, the allocation of Common Interests as shown on Schedule A of the Plan and the Declaration establishing the Condominium has been determined based upon the floor space, subject to the location of such space and the additional factors of relative value to the 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 particulars Residential Unit. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of new York.

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

Very Truly Yours,

Tsoromokos & Papadopoulos PLLC
By: Nick Tsoromokos, Esq.

PARKING SPACE UNITS

This Condominium includes seven (7) Parking Space Units in addition to the Residential Units.

Parking Space Units may only be owned by a Residential Unit Owner in this Condominium except as provided below.

The Percentage of Common Interest of a Parking Space Unit shall be added to the Percentage of Common Interest of the Residential Unit of the Residential Unit Owner who owns said Parking Space Unit. The Residential Unit Owner thereof shall pay all Common Charges associated therewith.

Parking Space Unit Owners shall not be entitled to any votes for any Parking Space Unit they own.

Any Residential Unit Owner who owns a Parking Space Unit shall have the right to rent the Parking Space Unit to other Residential Unit Owners or tenants of a Residential Unit Owner in the Condominium.

The Board of Managers shall be required to keep an overall list of all Parking Space Units assigned or rented to a Residential Unit Owner in the Condominium. All Residential Unit Owners in the Condominium will be obligated to advise the Board of Managers of any sale, transfer or rental of any Parking Space Unit.

Notwithstanding the above, the Sponsor shall have the right to rent, lease or permit the use of any Parking Space Unit that has not been purchased by a Residential Unit Owner to any non-resident or business establishment for the use of such nonresident or business establishment. The Parking Space Units shall be used only for parking of an automobile, and other permitted vehicles of occupants of the dwelling as well as any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the property and of the Units thereon. Each Parking Space Unit shall consist of the space measured from (a) the point beginning at the left hand corner of the inside face of the garage wall, or (b) the front of the painted line to the end of the painted line, and from painted line to another adjoining Parking Space Unit parallel and to the right and from that point to the inside face of the garage wall, or the front of the painted line at the right hand corner and from that corner to the left hand corner. The Parking Space Units are reflected on the floor plan on which they occur. See Section II of the Offering Plan.

Parking Space Unit #7 has been designated as a handicapped parking space and will be the last parking space sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Space Unit #7 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking space, said unit owner has the right to demand that the owner of Parking Space Unit #7 trade the handicapped parking space he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking space, said unit owner has the right to demand that the owner of Parking Space Unit #7 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Space Unit #7 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Space Unit #7 then the parties agree to submit the matter to binding arbitration in accordance with Article of the By-Laws of the condominium. In the event there are Parking Space Units that have not been sold after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to convey any or all of the remaining Parking Space Units to the Condominium Board of Managers. Thereafter, all costs and expenses associated with any Parking Space Unit will become a Common Expense of the Condominium.

Sponsor shall be obligated to obtain a Certificate of Occupancy for the Parking Units at the Condominium. Said Certificate of Occupancy is estimated to be issued in May, 2020.

CHANGES IN PRICES AND UNITS

(1) The Offering Prices set forth in Schedule "A" must be changed by 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. The Offering Prices set forth in Schedule A and other terms of payment (but not other terms of sale) with respect to a particular Unit are negotiable and may be changed by Sponsor at any time and from time to time, both before and after the recording of the Declaration, without prior notice and without the consent of the Board, any Unit Owner or Mortgagee. However, no such change with respect to any Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder, and no Agreement will be modified to waive any of the Purchaser's rights or abrogating any of Sponsor's obligations, under this Plan or Article 23-A of the New York General Business Law.

(2) No change will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, to the declaration.

(3) 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.

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

Purchasers should be aware that there is a rebuttable presumption that an area that is diminished by 5% or less is not material.

In order to meet the possible varying demand for number any type of different Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor and its designees reserve the right (except to the extent prohibited by applicable Legal Requirements and subject to the Declaration and By-Laws) at any time and from time to time, before and after the recording of the Declaration, without prior notice and without the consent of the Board, any Unit Owner or Mortgagee, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Unit; (ii) change the layout of, or number of rooms in, any Unsold Unit; (iii) change the size and/or number of Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Units, and/or incorporating within any Unsold Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required to be maintained as Common Elements based upon such alterations); (iv) if appropriate, reapportion among the Unsold Units affected by such change, their Common Interest, provided however, that after the recording of the Declaration, no change in any Unit's Common Interest will be made without obtaining the prior consent of all Unit Owners

affected by such change; and (v) change the permitted use of some or all of the Unsold Units, however, if any Units are sold or in contract, Sponsor must obtain consent of all Unit owners and Purchasers in order to change the permitted use of the unsold Units. Any such change described in subsections (ii) through (v) in the immediately preceding paragraph and additionally any material adverse change in the size or quality of any of the Common Elements shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. In the event of any such change after the Declaration is recorded, the Declaration and Floor Plans shall each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan. Sponsor or its designee will have the right to (or to cause the Board to) so amend the Declaration and Floor Plans, to the extent required, in order to reflect any such change affecting Unsold Units. In addition, none of the foregoing changes, including any material adverse change in size, layout or Common Interest of a Unit or in the amount or quality of Limited Common Elements directly affecting or servicing a Unit, will be made with respect to any Unit for which an Agreement has been mutually executed and delivered , unless: (a) such change has been dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc.) and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists and set forth in an amendment to the Plan, and the Purchaser is offered the right in such amendment, for at least fifteen days, to rescind his or her Agreement and receive a refund of the Deposit, and any unexpended portion of any sums paid for special orders, together with all interest earned thereon, and the Purchaser elects not to exercise such right of rescission; or (b) such change is not a material adverse change in the size, dimension or floor space or layout of such Unit, in which event a Purchaser will not be excused from purchasing such Unit by reason of such minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

INTERIM LEASES

The Sponsor will not enter into interim leases with Purchasers for Residential Units prior to Closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow to a maximum of ten (10%) percent of the sales price plus the cost of Extras paid for by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras.

PROCEDURE TO PURCHASE

A Purchaser desiring to purchase a Unit will be required to execute a Purchase Agreement, which will be in the set form set forth in Part II of the Plan. A Purchaser also interested in acquiring a Parking Space will be required to execute the form of Rider annexed to the Purchase Agreement set forth in Part II of the Plan.

The Purchase Agreement will not be binding upon the Sponsor until Sponsor receives four originally executed copies of the Purchase Agreement signed by the Purchaser(s), together with the down payment check as required hereunder and a signed copy of either IRS Form W-9 (Request for Taxpayer Identification Number and Certification) or IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) and a copy of the Purchase Agreement is executed by the Sponsor and delivered to the Purchaser or Purchaser's counsel.

The Purchase Agreement and offering plan may not contain, or be modified to contain a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law.

The following are important provisions contained in the Purchase Agreement:

(1) Downpayment

The amount or the percentage of the deposit shall be ten percent (10%) of the offering price.

(2) Statutory Requirement

The Sponsor shall comply with the escrow and trust fund requirements of GBL Sections 352-e(2-b) and 352-h and these regulations, and all funds paid by Purchasers shall be handled in accordance with these statutes and regulations.

(3) Escrow

The Escrow Agent:

The law firm of Vasiliadis Law P.C., with an address at 29-20 23rd Avenue, Suite 401, Astoria, NY 11105, telephone number 718-274-6300, shall serve as Escrow Agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Bill Vasiliadis, Esq and Bill Spanos, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Investors Bank, 23-02 31st Street, Astoria, NY 11105, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Vasiliadis Law P.C. Attorney Trust Account for The Ely Astoria Condominium bearing account number 1001452637 ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit. Any deposit in excess of $250,000.00 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions. In addition, Purchasers should further note that if Purchasers have accounts at the same bank as sponsor's account that holds escrowed funds, Purchaser funds at the escrow bank factor into the $250,000.00 insurance limit

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

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

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

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

The escrow provisions can be found in Section 5 of the Purchase Agreement which can be found in Part II of the Plan.

Escrow Revisions:

Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with

respect to any new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter or credit or other security may be substituted for any escrow account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to the provisions of NYCRR section 20.3(o)(4).

Records on File:

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

Notification to Purchaser:

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

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

Release of Funds:

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-Closing amendment by the New York State Department of Law.

Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

Waiver Void:

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

(4) Compliance with Lien Law Section 71-a(3)

Because this offering plan provides for the construction of residential Condominium Units, the Purchase Agreement and the plan must comply with Section 71-a (3) of the Lien Law.

Section 71-a (3) of the Lien Law provides the following:

(a) The initial advance pursuant to a contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of residential Condominium Unit or any structure designed solely for residential occupancy of not more than two families living separately, on property to be purchased shall, at the vendee's option, be deposited within five business days thereafter by the recipient in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in this state. Such deposit, together with the interest accumulated thereon, shall remain the property of the vendee except as otherwise provided herein. The recipient shall advise the vendee in writing of the name of the depository where the funds have been placed within ten business days after such deposit has been made.

(b) In lieu of making the deposit of such moneys in an escrow account as provided in paragraph (a) of this subdivision, the recipient may post with the vendee a bond or contract of indemnity, issued by a surety company licensed to execute such an instrument in this state, guaranteeing the return of the moneys which otherwise would be required to be deposited in such escrow account, in which case the recipient shall not be required to deposit such money in an escrow account. Said bond or contract of indemnity shall be delivered to the vendee within ten business days after receipt of the initial advance.

(c) At any time after making the deposit of such moneys in the escrow account, the recipient may post with the vendee a bond or contract of indemnity issued by a surety company licensed to execute such an instrument in this state guaranteeing the return of such moneys, in which case the recipient shall not be required to maintain the deposit of such moneys in such account.

(d) Such advance shall be retained in the escrow account or such bond or contract of indemnity continued in effect until the trust is terminated (i) by the recipient's performance of the terms of the contract of sale, or (ii) by default of the vendee excusing the recipient's performance of the terms of the contract of sale, or (iii) by release or discharge of the recipient's liability to refund such advance to the vendee, or (iv) upon transfer of title of the real property to the vendee.

(e) Every contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of a

residential Condominium Unit or a structure designed solely for the residential occupancy by not more than two families living apart, shall contain a statement advising the vendee of the provisions of this subdivision. Such statement shall be printed in bold type which is at least two points larger than any other printing contained thereon and shall read as follows:

"YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE."

(5) Purchase Agreement May Be Made Time of the Essence

In the event that the Purchaser does not appear for Closing ready, willing and able to accept title from the Sponsor, and pay Sponsor the balance of the purchase price and associated costs within thirty days from the date set forth in the contract, provided that the Sponsor is ready, willing and able to convey title to the Purchaser, then, in that event, the Sponsor may make the Closing date "time of the essence". If the Sponsor makes the Closing "time of the essence" and the Purchaser fails to close on the "time of the essence" Closing date, the Purchaser may forfeit his or her down payment.

(6) Closing Date

After the plan has been declared effective the Sponsor will fix dates for Closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first Closing and setting such Purchaser's Closing date. Such notice will be served in compliance with Section 20.1(d) (1) of 13 NYCRR 20.3 no less than 30 days before the date set for the Closing of the Units. Sponsor may permit Purchasers to waive this thirty (30) day provision by including such waiver in the plan or in an amendment thereto.

If Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date and Sponsor elects not to cancel the Purchase Agreement as a result of such default: (a) the Closing apportionments described in the Section of the Plan entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the actual Closing occurs ("Actual Closing Date", and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.0438% (or 16.00% annual percentage) of the Purchase Price of the Unit per day commencing with the Schedule Closing Date to the Actual Closing Date. This is the legal amount of interest that can be charged in New York State and this amount of interest charged will at no time exceed New York State usury law.

TIME IS OF THE ESSENCE AS TO PAYING THE PURCHASE PRICE FOR A UNIT, AND AS TO CURING ALL DEFAULTS WITHIN ANY GRACE PERIODS GRATNED

HEREUNDER. FAILURE TO MAKE A PAYMENT AT THE TIME WHEN A PURCHASER IS CALLED UPON TO MAKE SUCH PAYMENT MAY RESULT IN LOSS OF THE DOWN PAYMENT AND CANCELLATION OF THE PURCHASE AGREEMENT.

(7) Date of Expected First Closing

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by force majeure, construction of the Building will be sufficiently completed to permit Closings of Residential Units to begin on or about October 1, 2020. The actual First Year of Condominium Operation may be earlier or later than such date.

Purchasers should also note that even if the first Closing occurs on or before October 1, 2020 (or such other date projected as the commencement of operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, the Closing of subsequent Units may be substantially delayed beyond such dates if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, provided that the Sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title to the Unit on or before twelve (12) months from the date of the Purchase Agreement, affected Purchasers will be offered a right of rescission. Such rescission right to be offered is effective only after the first Closing has occurred on or before twelve (12) months from the commencement date of the Budget in the plan or an amendment before execution of the purchase agreement.

The Sponsor anticipates that the first Closing of a Unit will occur by October 1, 2020. Purchasers will be offered a right of rescission if: (1) the actual date of Closing of title to the first Unit; or (2) the projected date of Closing of title to the first Unit occurs later than September 30, 2021, twelve months after the projected date for the first Closing. If the Plan is amended to provide for a later projected date for the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than 12 months beyond that amended later date. Purchasers will have at least 15 days from presentation of an offer to rescission within which to elect to rescind.

However, if the first Unit Closing occurs before September 30, 2021, the Sponsor may schedule the Closings of title to other Units significantly later than such date. Unless your Purchaser Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of title to your Unit will occur by any date certain.

PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULL CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

(8) Sponsor Must Make Written Demand Before Declaring Default

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

(9) Unit Power of Attorney

Each Unit Purchaser will be required to sign a power of attorney to the Condominium Board of the Condominium on the date of delivery of the deed. Sponsor will not close with any Purchaser who refuses to sign a power of attorney and reserves the right to rescind the Purchase Agreement by returning the full down payment. The Power of Attorney provides the following powers to the Condominium Board of the Condominium: to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer assign or lease the same, upon such terms and conditions as shall be approved by a majority of Unit Owners, (b) to acquire any Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to Article "13" of the Declaration of Condominium, (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Board of its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote, the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present; (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Residential Section or the Common Elements which the Board deems necessary or appropriate.

(10) Purchaser's Right To Rescind The Purchase Agreement

Purchasers shall be afforded not fewer than three business days to review the offering plan and all filed amendments prior to executing a Purchase Agreement. For the convenience of some Purchasers, however, Sponsor will have the right, at its sole option, to accept an Agreement prior to the expiration of such period of three business days; and in such event, and only in such instance, such Purchaser will have the right to rescind such Agreement by written notice sent to Sponsor by certified or registered mail, return receipt requested, or by personal delivery within seven days of such Purchaser's submission of the Agreement, whereupon Sponsor will refund, without interest

(notwithstanding any provision of this Plan regarding interest to the contrary), the Deposit received by Sponsor from such Purchaser in connection with such Agreement.

(11) Risk of Loss

Risk of loss for fire or other casualty remains with the Sponsor until legal title to the Unit has been conveyed to the Purchaser. Prior to the first closing, Sponsor may, at Sponsor's option abandon the Plan or repair or replace such loss or damage and Sponsor shall notify a Purchaser whether or not it elects to restore a damaged unit within ten (10) days of such damage. If Sponsor elects to replace or repair such loss or damage, then at Sponsor's option, it shall be entitled to a reasonable adjournment of the closing. After the first closing, the entire building will be insured by the Condominium.

(12) Purchase Agreement

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

(13) Conflicts Between Offering Plan and Purchase Agreement

If any provision of the Purchase Agreement is in conflict or inconsistent with any provision of the Offering Plan, then such conflict or inconsistency shall be resolved in favor of the Offering Plan.

(14) Time Limitation For Sponsor To Accept Or Reject Purchase Agreement

Sponsor will either accept a Purchase Agreement and cause to be returned to Purchaser a fully executed counterpart thereof or reject the Purchase Agreement offer and refund the Down Payment tendered within fifteen (15) days after delivery by Purchaser of an executed Purchase Agreement together with the required Down Payment. In the event Sponsor fails to elect to accept or reject within the stated fifteen (15) day period, Sponsor will be deemed to have rejected same and Purchaser shall be entitled to a prompt return of the deposit.

(15) Purchase Agreement And Offering Plan Does Not Waive Any Rights Under Article 23-A of the New York General Business Law

The Plan and the Purchase Agreement does not contain, and may not be modified to contain, a provision waiving a Purchaser's right or abrogating Sponsor's obligations under the Offering Plan or Article 23-A of the New York General Business Law.

(16) Assignment or Transfer of Purchase Agreement

The Purchaser may not assign his Purchase Agreement without first obtaining the written consent of the Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. Purchasers are prohibited from listing their Units for sale prior to the Closing of such Unit. In the event that a Purchaser sells his or her Unit within twelve (12) months of the Closing date of their Unit (the "subsequent sale"),

Purchaser shall be obligated to pay to the Sponsor, in addition to the purchase price paid at the Closing of the purchase of the Unit from the Sponsor, the net proceeds of the subsequent sale.

Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law in connection with any request for an assignment of the Purchase Agreement.

(17) No Advertising

Prior to Closing of Title to a Residential Unit, the Purchase Agreement prohibits Purchaser from listing the Residential Unit for resale or rental with any broker or placing or authorizing any listing in any brokers listing system or other listing service or from advertising or otherwise offering, promoting, or publicizing the availability of the Residential Unit for sale or rental, without Sponsor's prior written consent, which consent may be unreasonably withheld or delayed in Sponsor's sole and absolute discretion. Any listing of the Residential Unit for sale or rental and/or advertising by Purchaser in violation of the terms of the Plan will be deemed a material default under the Purchase Agreement, and Sponsor may, at its option, cancel the Purchase Agreement and retain, as liquidated damages, the entire Deposit made by Purchaser, together with interest earned thereon.

(18) Withdrawal or Abandonment

If the Plan is withdrawn or abandoned, the all sums, including the Deposit previously paid and sums paid for special orders to and actually collected by Sponsor together with any interest earned thereon, shall be returned to Purchaser in accordance with the provisions herein set forth.

(19) Charges After Closing

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges (once Common Charges are assessed by the Condominium Board), real estate taxes and assessments whether or not separately assessed (including water charges and sewer rents, if separately assessed) and all other expenses with respect to the Unit, whether or not Purchaser has taken possession of the Unit, and whether or not all work required to be performed by anyone in or to the Unit has been completed.

(20) Foreign Purchasers

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (examples are diplomatic immunity or sovereign immunity) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement, the Condominium Documents or this Offering Plan being brought in any State or Federal Court in the State of New York. Any Foreign

Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. A Foreign Government Purchaser will be required at Closing to deposit with the Condominium an amount equal to 2 years' Common Charges in effect for the Residential Unit which will be in addition to the required contribution to the Working Capital Fund. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

(21) Upgrades or Extras

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Improvements" set forth in Part II of the Plan. If a person desiring to purchase a Unit requests that Sponsor perform special or additional work on the Unit or provide extra or upgraded furnishings, including, but not limited to, any deviation from the materials or specifications described in the Description of Property and Improvements set forth in Part II of the Plan, and Sponsor agrees to perform such work and/or provide such furnishings, then Sponsor may require such Person to deposit an amount greater than the Deposit required under the Purchase Agreement. All funds received by Sponsor for upgrades or extras will be placed in the non-interest bearing portion of the Master Escrow Account. Such funds, however, may be released from the Master Escrow Account by Escrow Agent to Sponsor provided Sponsor uses the funds for upgrades or extras or the funds are used to reimburse Sponsor. As a result, in the event Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, Purchaser will receive the unexpended portion of any sums paid for special orders, upgrades or extras. If the offering plan is abandoned by the sponsor, the sponsor will return all money received for extras and upgrades, regardless of whether such funds have been expended.

SPONSOR SHALL IN NO EVENT BE OBLIGATED TO PERFORM ANY SPECIAL OR ADDITIONAL WORK TO A UNIT OTHER THAN AS REQUIRED BY THE TERMS OF THE PLAN AND THE "DESCRIPTION OF PROPERTY AND IMPROVEMENTS" SET FORTH IN PART II OF THE PLAN.

(22) Effect of Delays in Closing Date

Purchasers should also note that even if the first Closing occurs on or before October 1, 2020 (or such other date projected as the commencement of operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, the Closing of subsequent Units may be substantially delayed beyond such dates if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, provided that the Sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN

THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title to the first Unit's closing on or before twelve (12) months from the date of the Purchase Agreement, affected Purchasers will be offered a right of rescission.

The Sponsor anticipates that the first Closing of a Unit will occur by October 1, 2020. Purchasers will be offered a right of rescission if: (1) the actual date of Closing of title to the first Unit; or (2) the projected date of Closing of title to the first Unit occurs later than September 30, 2021, twelve months after the projected date for the first Closing. If the Plan is amended to provide for a later projected date for the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than 12 months beyond that amended later date. Purchasers will have at least 15 days from presentation of an offer to rescission within which to elect to rescind.

However, if the first Unit Closing occurs before September 30, 2021, the Sponsor may schedule the Closings of title to other Units significantly later than such date. Unless your Purchaser Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of title to your Unit will occur by any date certain.

PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULL CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

(23) Financing Contingency

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. In no event will the Sponsor be obligated to return a Purchaser's down payment in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit and/or Parking Space, if included in the sale, as a result of their inability to obtain a mortgage, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow to a maximum of ten (10%) percent of the sales price plus the cost of Extras paid for by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras.

No representation is made by the Sponsor as to the availability or cost of any such financing.

If Purchaser fails to appear and Close Title in accordance with the Purchase Agreement on the date and at the time and place stated in Sponsor's Notice of Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default.

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

(24) Geographic Target Order issued by the Assistant Director of the Financial Crimes Enforcement Network

The Geographic Targeting Order ("GTO") issued by the Financial Crimes Enforcement Network ("FinCEN") requires U.S. title insurance companies to identify and report to FinCEN the natural persons behind companies making "all cash" – i.e. non-financed purchases, including those involving wire transfers, of residential real property located in New York City and several other jurisdictions. As a result, U.S. title insurance companies shall report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

(1) the purchaser is a legal entity as defined in the GTO;
(2) the purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;
(3) the total purchase price is in excess of $300,000 in the Boroughs of Manhattan, Bronx, Brooklyn, Queens, or Staten Island;
(4) such purchase is made without a bank loan or other similar form of external financing; *and*
(5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a funds transfer.

As long as the GTO remains in effect, its reporting requirements apply to all residential real property closings meeting the above criteria and occurring on or after November 8, 2019 (the revised GTO's effective date).

(25) Confidentiality

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of the Purchase Agreement confidential until closing of title. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in the Purchase Agreement. Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Purchase Agreement.

ASSIGNMENT OF PURCHASE AGREEMENT

The Purchase Agreement once executed by the Purchaser(s) and Sponsor is non-assignable without the express written consent of the Sponsor. If a Purchaser desires to assign its rights under an Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by, the Purchaser that differs from the name on the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to Selling Agent or Sponsor's Counsel, four (4) signed assignments of the Agreement (to be prepared by Sponsor's Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Forms W-9 or Forms W-8BEN, as applicable, must be delivered to the Selling Agent or Sponsor's Counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $350.00 made payable to "Vasiliadis Law P.C." (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event will the Purchaser (or its assignee or any added or substituted party) have the right to adjourn or postpone the closing as a result of such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Agreement; and the prohibition against advertising or listing any Tower Unit(s) for sale or resale or rent with any broker or otherwise advertising, promoting or publicizing the availability of such Tower Unit(s) for sale or rent shall remain in effect.

In connection with the foregoing, if Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, a limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall be considered an assignment and shall be subject to the provisions, prohibitions and terms of the Plan concerning assignment, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law in connection with any request for an assignment of the Purchase Agreement.

EFFECTIVE DATE OF THE PLAN

The Purchase Agreement and offer to sell Condominium Units is contingent upon, and the Closing of the first Unit will not occur until the Offering Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

The Offering Plan may be declared effective by (i) an amendment to the Plan or (ii) by personal service of notice on every Purchaser or by commencement of service by mail in the manner required by Section 20.1(d) of 13 NYCRR 20.3 stating that the Plan is declared effective and submitting an amendment to the Department of Law within five days confirming that the Plan was declared effective on a specified date. The amendment must conform to 13 NYCRR 20.5(e). The closing of the first unit shall not occur until the plan has been declared effective and the effectiveness amendment has been accepted for filing the Department of Law.

The Offering Plan will not be declared effective unless bona fide Purchasers, including investors, have signed Purchase Agreements for at least 15 percent of the Residential Units offered under the Offering Plan. Units of a primarily ancillary nature such as Parking Space Units may not be counted toward effectiveness. Such Units may be excluded from the base in calculating the percentage needed to become effective. (15% is 3 Residential Units).

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

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

(ii) if the Purchaser was not afforded the protections required by paragraph (o)(15)(2) of 13 NYCRR 20.3, which states that Purchaser must be afforded not fewer than three business days to review the offering plan and all filed amendments prior to executing a purchase agreement; or

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

The Offering Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for eighty (80) percent or more of the Units offered under the Plan. (80% is 12 Units).

If the Offering Plan is abandoned by Sponsor, before the Offering Plan is declared effective, and the Sponsor has accepted purchase agreements, the Sponsor shall promptly submit an amendment to the Office of the Attorney General together with RS-3

as promulgated by the Office of the Attorney General. If payments under purchase agreements have been received, the amount of such funds and the manner of time when these funds will be returned must be disclosed. All monies paid by Purchasers shall be refunded to them in full, with interest earned, if any, within five (5) days after the amendment abandoning the plan has been accepted for filing. Sponsor will then promptly file an amendment together with form RS-3 as required by Section 20.1(l) (2) of 13 NYCRR 20.3. If there are no outstanding purchase agreements the Sponsor need not submit an amendment but shall submit a form RS-3 to the Office of the Attorney General which shall be served simultaneously by the Sponsor on all commercial or professional tenants, if any, in the manner specified by Section 20.1(d)(1) of that Part.

The Sponsor cannot abandon the Plan for any judgments or liens against the property which are known to the Sponsor or any of its principals on the date of the Plan or resulting from acts or the Sponsor or any of its principals. The Sponsor may not abandon this Offering Plan after effectiveness for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering amount; or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering amount; or (iii) the taking of any material portion of the property by condemnation or eminent domain. The sum of one-half of one percent of the total offering amount as the figure for the basis for abandonment after effectiveness shall exclude any attorneys fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, Sponsor must re-declare the plan effective in order to consummate the offering plan in accordance with 13 NYCRR 20.1(c)(6). If all purchase agreements are either rescinded or terminated prior to the date of the first unit closing, regardless of whether the condominium declaration has been recorded, Sponsor must re-declare the offering plan effective.

TERMS OF SALE

(1) The Sponsor expects the first Closing of a Unit to occur on or about October 1, 2020. Purchasers will be offered a right of rescission if: (1) the actual date of Closing of title to the first Unit; or (2) the projected date of Closing of title to the first Unit occurs later than September 30, 2021, twelve months after the projected date for the first Closing. If the Plan is amended to provide for a later projected date for the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than 12 months beyond that amended later date. Purchasers will have at least 15 days from presentation of an offer to rescission within which to elect to rescind.

However, if the first Unit Closing occurs before September 30, 2021, the Sponsor may schedule the Closings of title to other Units significantly later than such date. Purchasers should also note that even if the first Closing occurs on or before October 1, 2020 (or such other date projected as the commencement of operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, the Closing of subsequent Units may be substantially delayed beyond such dates if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, provided that the Sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. Unless your Purchaser Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of title to your Unit will occur by any date certain.

PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULL CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

(2) If the first Unit's Closing is delayed 12 months or more from October 1, 2020 or 12 months from the date that Purchaser executes a Purchase Agreement, whichever is later, Purchasers will be offered rescission.

(3) The type of deed given to Unit Owners shall be a Bargain and Sale Deed with Covenants against Grantor's Acts. A form of the Unit Deed is contained in Part II of this Offering Plan.

(4) Prior to the Effective Date of the Plan, there is no obligation or liability upon Sponsor to repair any damage from a casualty or other cause that occurs before the Closing of a Purchaser's Unit; in such case, if a Purchaser's Unit or the Common Elements serving such Purchaser's Unit that provide access to such Unit have sustained damage due to casualty or other cause, Sponsor shall have the option, in its sole discretion to elect whether or not to repair such damage. If Sponsor elects to repair such damage, then the Purchase Agreement shall remain in effect, except that Sponsor's time for performance under the Purchase Agreement shall be extended as a result of the delay occasioned because of said casualty and the time required to perform any necessary repairs. If

Sponsor elects not to repair such damage, the Purchaser shall be afforded the right to rescind.

(5) A Closing will take place only concurrently with the issuance of a Temporary or Final Certificates of Occupancy for the Building or, issuance of a partial, Temporary or Final Certificate of Occupancy for the Unit closed or the Building in which the Unit is located.

(6) Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the Closing free and clear of all liens, encumbrances and title exceptions other than those described in the Offering Plan and the proposed Unit deed. There will be no leases, mortgages, liens or encumbrances that will affect the property after Closing. The state of facts shown on a survey of the Land and Building and any additional state of facts a subsequent survey would show may be a title exception, provided that such state of facts does not render title unmarketable.

Title to each Unit will be subject to the following title exceptions:

a) Utility Easements, if any;

b) Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and residential use of the Units as the case may be. The title company will affirmatively insure that none of the same affect the use of the premises as a Condominium.

c) Rights, if any, to maintain vaults and chutes under the sidewalk;

d) The lien of any Common Charges, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items are made as provided in this Plan;

e) Any lien, encumbrance or lis pendens either (i) for which the instrument required to remove said encumbrance of record is delivered at or prior to the Closing Date to the proper party or to the Purchaser's title insurance company together with the required recording or filing fee or (ii) as to which the Purchaser's title insurance company or the Preferred Title Company will insure that the lie, encumbrance or lis pendens will not be collected out of or enforced against the Unit;

f) The lien of any assessment or assessments which are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided below;

g) Party wall agreements, if any;

h) Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the Sponsor or any of its principals, provided Sponsor delivers to the Purchaser or the Purchaser's title insurance company or

the Preferred Title Company an affidavit showing that such judgments, bankruptcies or other returns are not against the Sponsor;

i) Uniform Commercial Code financing statements or conditional bills of sale provided that (i) such statements were filed on a date more than five years prior to the Closing Date, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is not longer in the Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

j) The printed exceptions set forth in the title insurance policy issued by a title company that is authorized to do business in the State of New York and that is a Member of the New York Board of Title Underwriters, including without limitation the following:

k) Defects and encumbrances arising or becoming a lien after the Closing Date;

l) Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the Unit or the Property;

m) Any laws, regulations or ordinances (including, but not limited to zoning, Building, and environmental protection) as to the use, occupancy, subdivision or improvement of the Unit or the Property, adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof;

n) Judgments against the insured or estates, interests, defects, objections, liens or encumbrances created, suffered, assumed or agreed to, by or with the privity of the Purchaser;

o) Title to any property beyond the lines of the Unit or the Property, or title to areas within or rights to easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, other than the ordinary rights of access and egress belonging to abutting owners;

p) All of the terms, easements, covenants and conditions of the Declaration and By-Laws as they are subsequently filed or recorded and the Plan and Purchase Agreement and any amendments thereto, including, without limitations, the following:

q) Easements for the continuance of encroachments on the Unit and on the Common Elements then existing, by reason of the construction, renovation or rehabilitation of the Building, or thereafter occurring by reason of the settling or shifting of the Building, or by reason of the repair, alteration and/or restoration by Sponsor, or the Board pursuant to or in accordance with the offering plan, filed plans and specifications, the declaration and applicable law or encroachments by 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 an alteration or repair to any Unsold Unit or the Common Elements made by Sponsor pursuant to or in accordance with the offering plan, filed plans and specifications, the declaration and applicable law, or the Board and similar encroachments by the Unit on other Units, and/or the Common Elements, so that any such encroachments may remain as long as the Building stands;

r) Easements in favor of the owners of other Units to use sidewalks, pipes, flues, wires, conduits, ducts, cables, storm drainage facilities, sanitary system, water, sewer, utility lines, and other Common Elements including those located in the Unit itself or elsewhere on the Property, serving such other Units, and easements of support, subjacency and necessity in favor of each Unit and/or the Common Elements;

s) Easements to the Sponsor, and their assigns, invitees, licensees, contractors, employees, and tenants on, in, over and across all areas of the Property for (i) construction, installation, maintenance, ingress to and egress from and the right to use sidewalks, pipes, flues, conduits, ducts, cables, wires, storm drainage facilities, sanitary system, water, sewer, and other utility lines and other Common Elements; (ii) ingress to and egress from all areas of the Property and the use thereof (in common with Unit Owners) for construction contemplated by the Plan and for development and maintenance of the Property or any Unit; and (iii) the erection, maintenance, repair and replacement from time to time of one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit (see also the heading "Sponsor's Right of Access" in "Rights and Obligations of Sponsor");

t) Easements in favor of the Board, its agents, contractors and employees to (i) have an unlimited right of access to the Unit and to the Common Elements, to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the Common Elements, or any other Units after forty-eight (48) hours prior notice, except in case of an emergency

u) Sponsor shall have, for so long as Sponsor owns one Unsold Unit, an easement, upon reasonable notice to the Condominium Board and/or Unit Owners (1) over the Property, including each Unit and the Common Elements, for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time one or more Signs (as hereinafter defined) on the Property (including, without limitation on any Common Element, exterior façade, lobby or any other public portion of the Property) for the purposes of advertising the sale of Units and the leasing of the Units or of space in any of the Units or advertising any of the services and/or facilities of such Unit Owner or the services and/or facilities of any tenant occupying such Unit Owner's Unit(s); (2) over the Property, including each Unit and the Common Elements in connection with the sales and/or leasing of Units; (3) over any portion of the Property, including each Unit and the Common Elements (including, without limitation, the stairways, walkways, vestibules and other public spaces within the Property) for purposes of access to and for all purposes in connection with the installation (whether on Common Elements or within its Unit), inspection, maintenance, repair, operation, improvement or use of any of the following serving their respective Units, the Service Equipment, flues and/or ducts, security systems (including, without limitation, any and all cables and electrical lines as may be desirable in connection with the installation, maintenance, repair

and/or replacement of telecommunications or similar equipment on any portion of the roof that is not a Residential Limited Common Element or part of Residential Unit) heating, air-conditioning systems and devices and exhaust and ventilation fan, systems and devices, in each case, located anywhere on the Property.

v) Any additional declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of each Unit as a Condominium Unit.

(7) 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 the owner of the property, is included in the conveyance to a Purchaser.

(8) The declaration, By-Laws and floor Plans for the Condominium and such other documents, as required by law, will be recorded or filed prior to the first conveyance of title to a Unit in accordance with the New York Condominium Act or applicable state and local law. The aforesaid documents will be recorded in the office of the City Register in the County where the Condominium is located.

(9) PURCHASER IS OBLIGATED TO PAY NEW YORK STATE AND NEW YORK CITY REAL PROPERTY TRANSFER TAXES. WHILE THE NEW YORK STATE AND NEW YORK CITY TRANSFER TAXES ARE CUSTOMARILY PAID FOR BY THE SPONSOR IN SINGLE FAMILY HOME TRANSACTIONS, THE BURDEN OF PAYING SUCH TAXES MAY BE MODIFIED BY CONTRACT. AS IS COMMON WITH MANY OTHER CONDOMINIUM DEVELOPMENTS IN NEW YORK STATE, THE PURCHASE AGREEMENT PROVIDES THAT THE PURCHASER OF A UNIT WILL BE REQUIRED TO PAY THESE TRANSFER TAXES AT THE CLOSING.

(10) Sponsor has obtained construction loan financing from Valley National Bank, 18 Railroad Avenue, Rochelle Park, NJ 07662. The construction loan mortgage financing is in the amount owed of $3,750,000.00. The Sponsor must obtain a release of lien from each loan by the Mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser. In order to release a Unit, Sponsor must make a principal reduction equal to 90% of the gross unit sale price or a prorated share of the financing provided the Lender multiplied by 125%. If the terms of the financing as they apply to the Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be under contract, the existence of either a minimum release price set by the lender or a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the Unit being sold, and limits or requirements imposed by the lender for Sponsor to rent rather than sell under specified market conditions change, Sponsor will file an amendment to the offering plan to disclose such financing changes as well as disclose such terms.

(11) Each Purchaser will be required to execute and deliver at the Closing: (i) a New York City Real Property Transfer Tax Return and New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, in the forms required to be filed

by law; and (ii) a Unit Owner Power of Attorney substantially in the form set forth in Part II of the Plan.

UNIT CLOSING COSTS AND ADJUSTMENTS

1. The estimated Closing costs and expenses to be incurred by each Purchaser upon the purchase of a Unit are as follows:

(i) Estimated Costs, Fees and Charges to be Paid by Purchaser:

At the time of the Closing, the Purchaser will be responsible for paying the costs, fees and charges in connection with the Closing of title: title insurance fee premium; title insurance mortgage premium if the Purchaser obtains mortgage financing; mortgage recording tax; New York State Real Property Transfer Tax; New York City Real Property Transfer Tax; Recording fees for the recording of the deed, mortgage and Unit power of attorney; contributions to the Condominium's Working Capital fund; first month's Common Charges; and Sponsor's attorney's fee.

I. Title Insurance Fee Premium:

Purchasers are free to use any title insurance company that they have selected without incurring any additional costs or penalties from the Sponsor. Sponsor has made title insurance available from Fidelity National Title Insurance Company, 485 Lexington Avenue, 18th Floor, New York, New York 10017, Telephone: 212-471-3760, Fax: 212-481-8747. Sponsor is required to convey marketable title and cure defects regardless of the title company utilized by Purchaser. Current rates for fee title insurance in accordance with the scheduled rates set by the New York Board of Title Underwriters and filed with the New York State Insurance Department are set forth below (approximate amounts): (Sponsor does not guaranty the accuracy of the title insurance rates set forth herein).

Amount of Title Insurance (non-bulk rate)

Fee Amount	Premium
From $100,000 to $500,000	$658 plus $3.71 per Thousand over $100,000;
From $500,000 to $999,999	$2,142 plus $3.38 per Thousand over $500,000;
From $1,000,000 to $5,000,000	$4,508 plus $3.66 per Thousand over $1,000,000;

Amount of Title Insurance (bulk rate)

Fee Amount	Premium
From $100,000 to $500,000	$461 plus $2.595 per Thousand over $100,000;
From $500,000 to $999,999	$1,499 plus $2.37 per Thousand over $500,000;
From $1,000,000 to $5,000,000	$3,155 plus $2.562 per Thousand over $1,000,000;

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.

II. Title Insurance Mortgage Premium:

If Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance, the premium for the mortgage title insurance will be at a simultaneous rate. The premium for mortgage title insurance will be computed using the "Basic Rate" schedule as described below. The premium on the amount of the loan policy that does not exceed the owner's policy shall be calculated at thirty percent (30%) of the regular scheduled rate for loan policies according to the rates set forth below:

Amount of Title Insurance (non-bulk rate) Mortgage Amount	Premium
From $100,000 to $500,000	$196 plus $1.092 per Thousand over $100,000;
From $500,000 to $999,999	$633 plus $0.995 per Thousand over $500,000;
From $1,000,000 to $5,000,000	$1,130 plus $0.915 per Thousand over $1,000,000;

Amount of Title Insurance (bulk rate)	
From $100,000 to $500,000	$137 plus $0.765 per Thousand over $100,000;
From $500,000 to $999,999	$433 plus $0.745 per Thousand over $500,000;
From $1,000,000 to $5,000,000	$791 plus $0.641 per Thousand over $1,000,000;

III. Cost of Survey.

Each Purchaser shall also be required to pay the cost of any survey or survey inspection prepared at his request. Purchaser shall reimburse to Sponsor the sum of $200.00 as contribution of costs of surveys and surveying services incurred by Sponsor. Prints of Sponsor's survey will be available for a nominal charge.

IV. Cost of Recording Documents.

The fee charged by the New York City Register's Office for the recording of the deed is approximately $250.00. Fee for the recording of the Unit power of attorney is approximately $100.00. The fee for recording the New York City Real Property Transfer Tax Return payable by the Purchaser is $125.00.

V. Costs to Purchaser for the Payment of New York State and New York City Transfer Taxes.

It is Sponsor's statutory obligation to pay the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax. However, purchasers shall be obligated (as is customary in condominium offerings) to pay at the closing of title to their Unit the New York City Real Property Transfer Tax and New York State Real Estate

Transfer Tax, notwithstanding the fact that these taxes are, by law the primary obligation of the seller. The New York State Real Estate Transfer Tax, currently $4.00 for each one thousand dollars ($1,000.00) or fractional portion thereof, of the purchase price plus a $5.00 service charge. If applicable, the New York State Additional Tax ("Mansion Tax") of 1% where the purchase price equals $1 million or more and the New York City Transfer Tax is 1.00% of the purchase price up to $500,000.00 and 1.425% over $500,000.00 (for example - $1,000.00 or 1,425.00 respectively per $100,000.00 of purchase price). Because the Purchaser, rather than the Sponsor is required to pay the New York State and New York City Transfer taxes, the tax is based on additional consideration amounting to 1.4% of the price of the Unit.

(For example, for a Unit price of less than $500,000 - if the Unit price is $490,000.00, for purposes of calculating the transfer taxes, the Unit price of $490,000.00 is multiplied by 1.014 for a total price for tax purposes of $496,860.00). The transfer taxes are added as additional consideration on which the tax is calculated. Therefore, the New York State Transfer Tax would be approximately $1,988.00 instead of $1,960.00, and the New York City Transfer Tax would be approximately $4,969.00 instead of $4,900.00.

(For example, for a Unit price of more than $500,000 - if the Unit price is $600,000.00, for purposes of calculating the transfer taxes, the Unit price of $600,000.00 is multiplied by 1.01825 for a total price for tax purposes of $610,950.00). The transfer taxes are added as additional consideration on which the tax is calculated. Therefore, the New York State Transfer Tax would be approximately $2,444.00 instead of $2,400.00, and the New York City Transfer Tax would be approximately $8,706.00 instead of $8,550.00.

The New York City Department of Finance has taken the position that when a Purchaser purchases two or more Units, the New York City Transfer Tax may be 1.425% where the consideration is $500,000.00 or less and 2.625% where the consideration is greater than $500,000.00. Purchasers are advised to discuss this with their own attorney and/or accountant if they purchase two or more Units.

VI. Cost of Mortgage Recording Taxes.

In the event that a Purchaser obtains a mortgage from a lending institution, then he or she will customarily pay at the Closing of tile the following additional costs: (i) mortgage recording taxes in the amount of 1.80% of the first ten thousand dollars of the amount of the mortgage executed by the Purchaser and a mortgage recording tax of 2.05% of the amount of the balance of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. The mortgage recording tax for mortgages in the amount of $500,000.00 or more is 2.175% after the $30.00 deduction on the first ten thousand dollars of mortgage amount and, (ii) in addition, the recording charges imposed by the New York City Register which are approximately $20.00 plus $5.00 per page or part thereof and a service charge of approximately $20.00 per document. All Purchasers will also be required to pay all fees and charges imposed by their respective lending institutions. Purchaser will also likely pay lender's appraiser fees, origination fees, lender's attorney's fees, reserves for real estate taxes and insurance premiums. The Sponsor

makes no representation as to what additional Closing costs may be charged by a particular lender.

VII. Working Capital Contribution by Purchaser.

A Working Capital Fund for the Condominium shall be established as follows:

Upon the Closing of the purchase of a Unit, the Purchaser will be required to pay to the Condominium an amount equal to two months' Common Charges then in effect for the Unit pursuant to the Budget in accordance with Schedule A hereto, as the same may be amended from time to time ("Unit Working Capital Fund Contribution") as initial Working Capital. This contribution is not refundable or transferable if the Purchaser sells his or her Unit.

VIII. Cost of Purchaser's Attorney's Fees.

Purchaser shall have the sole responsibility for payment of his or her own attorney's fees and any attorneys fees or other fees required by his or her lending institution.

IX. Late Fees.

If the Purchaser fails to close on the Closing Date for any reason, then (i) the Closing adjustments shall be made as of midnight of the day preceding the date originally scheduled for the Closing Date and (ii) the Purchaser shall pay to Sponsor, as a late fee, an amount equal to 0.0438% (or 16.00% annually which is the maximum amount of interest that can be charged in New York State) times the unpaid portion of the purchase price for his or her Unit for each days delay, beginning with the date originally scheduled for the Closing Date to and including the day immediately preceding the actual Closing Date. The amount of interest charged will at no time exceed New York State usury laws
.
The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor postpones the Closing Date except to the extent that thereafter the Purchaser postpones the Closing for any reason or is in default.

X. Estimated Apportioned Costs, Fees and Charges to be Paid by Purchaser:

The following costs are to be apportioned at the Closings:

If Units have not been separately assessed for real estate tax purposes prior to the Closing of title to the first Unit, Sponsor shall place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first Closing. Alternatively, if the Units have not been separately assessed as of the first Closing date, the Sponsor shall place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to the unsold Units for such six month period and may collect at each Unit Closing the estimated amount of taxes attributable to such Unit for the balance of the six month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be

entitled to reimbursement from, or obligated to pay any deficit to, the Board of Managers, to the extent of the actual assessment. No escrow will be required if the Condominium By-Laws include as part of the Common Expenses, real estate taxes on the property until the Units are separately assessed and after assessment Unit Owners will be reimbursed for any overpayment of taxes or assessed for an underpayment. The amount of the escrow that the Sponsor Deposits with the Board of managers for unsold Units will be disclosed in the initial post-Closing amendment to the Plan.

Purchasers should note that if, as of the date of Closing, the Units are not separately assessed and the Unit owner is required to deposit monies with the Board so that the Board can pay the real estate taxes that in addition to a Unit owners' deposit of funds with the Board, the Unit owner's lender, if any, may also require an escrow for real estate taxes.

The following is an example of the Closing costs applicable to a purchase price of $783,000.00 and a mortgage of $626,400.00 based upon a bulk simultaneous rate:

Owners Policy and Endorsements:	
Fee Title Insurance	$ 3,092.00
Market Value Rider	$ 309.00
Loan Policy and Endorsements:	
Mortgage Insurance	$ 721.00
Residential Mortgage	$ 25.00
TIRSA-8.1 Environmental Lien	$ 25.00
Waiver of Arbitration	$ 25.00
TIRSA-4 Condominium	$ 25.00
Miscellaneous Charges:	
Municipals	$ 425.00
Bankruptcy Search	$ 95.00
Patriot Search	$ 95.00
Escrow Service Fee	$ 50.00
Estimated Sales Tax	$ 50.14
State and Local Taxes:	
Mortgage Tax	$12,028.20
New York State Transfer Tax	$ 3,190.00
New York City Transfer Tax	$11,361.38
Recording Fees:	
Mortgage Recording (up to 20 pgs + $5 per Additional page)	$ 250.00
Deed Recording Fee (up to 3 pgs + $5 per Additional page)	$ 85.00
Power of Attorney Recording Fee	$ 160.00
339-ee Recording Fee	$ 100.00

Additional Expenses	
Condominium Working Capital:	$ 700.30
First Month's Common Charges	$ 350.15
Survey Fee	$ 200.00
Pro-Rata Insurance	$ 388.00
ACRIS Preparation Fee	$ 250.00
Sponsor Offering Plan Reimbursement	$ 1,700.00
Sponsor Attorney Fees for Preparation of Deed, Power of Attorney and other Closing Documents	$ 1,750.00
TOTAL:	**$37,442.17**

XI. Credits for Mortgage Recording Taxes Paid by Sponsor.

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reasons of any prior mortgage against the Unit or the Property, the Purchaser shall pay to the Sponsor at the Closing for such Unit the amount of any such credit.

The Sponsor may pay or may have paid a mortgage recording tax in connection with obtaining a mortgage loan for the acquisition and/or the construction of the Condominium. Section 339-ee(2) of the New York Real Property Law provides for a mortgage tax credit upon transfer of the Units.

Sponsor shall be entitled to a credit for the mortgage taxes paid pursuant to Section 339-ee(2) of the New York Real Property Law. The pertinent language of the statute is as follows:

> *"If in the event the proceeds of a construction mortgage were applied to construction of a Unit of a Condominium submitted to the provisions of this article, or in the event that a Unit submitted to the provisions of this act was subject to a blanket mortgage, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each Unit is first conveyed, there shall be allowed a credit against the mortgage tax that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the Purchaser's pro rata percentage of interest in the Common Elements and the mortgage tax already paid on the construction or blanket mortgage. No credit shall be allowed under this subdivision (a) on account of the special additional mortgage recording tax imposed by subdivision one "a" of section two hundred fifty three of the tax law or (b) where the first Condominium Unit is sold more than two years after the construction or blanket mortgage was recorded".*

The Sponsor shall receive the benefit from any credit on Purchaser's mortgage recording tax which may be available pursuant to the quoted statute. Accordingly, at Closing, each Purchaser electing mortgage financing shall pay the full amount of the

mortgage recording tax chargeable on the entire amount being financed. Sponsor will be reimbursed at Closing to the extent of any mortgage tax credit allowed.

XII. Mortgage financing costs.

The Purchaser will be responsible for all Closing costs in connection with mortgage financing if the Purchaser obtains a mortgage.

XIII. Costs for Sponsor's Attorney's Fees to be Paid by Purchaser.

Purchaser shall pay the fee of Sponsor's Closing attorneys in the amount of $1,750.00 per Unit at the time of Closing for document preparation fees for preparation of Closing documents and for attendance by Sponsor's counsel at the Closing. If a Closing takes place, at the request of the Purchaser, at any location other than the office of Sponsor's attorney, Purchaser shall pay to Sponsor's attorney (in addition to the fee set forth above), an attendance travel fee in the sum of $500.00 provided that the Closing is held in the City of New York or Nassau County. Sponsor and Sponsor's counsel are not required to attend a Closing at any location other than in the City of New York or Nassau County. In the event that a Closing is adjourned with Sponsor's consent, at the request of the Purchaser, or Purchaser's attorney within forty eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $500.00. There will be a fee charged of $250.00 for the preparation by Sponsor's counsel of E-tax forms, which are required for the ACRIS recording of the transfer documents.

XIV. Apportioned Costs to be Paid by Purchaser.

If the Unit has been separately assessed for real estate taxes but the Closing of Title occurs before the tax rate is fixed, adjustment of real estate taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the Closing, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed for real estate taxes as of the Closing Date for the then current tax period, the adjustment hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. In addition, Purchaser shall pay the Unit's proportionate share of real estate taxes for the next ensuing tax period and Sponsor or the Condominium will pay such real estate taxes directly to the City of New York. Sponsor shall not be obligated to reimburse Purchaser after the Closing on account of any difference between the amount of real estate taxes for the then current tax period paid by Purchaser at Closing calculated according to the above formula and the amount of real estate taxes subsequently billed by the City of New York to such Purchaser.

Purchasers should note that if, as of the date of Closing, the Units are not separately assessed and the Unit owner is required to deposit monies with the Board so that the Board can pay the real estate taxes that in addition to a Unit owners' deposit of

funds with the Board, the Unit owner's lender, if any, may also require an escrow for real estate taxes.

XV. Offering Plan Reimbursement Fee.

Each Purchaser shall pay to the Sponsor the sum equal to $1,700.00 as and for reimbursement of the Sponsor's costs in having prepared the condominium offering plan.

XVI. Purchasers Share of Handicap Parking Space

At, or subsequent to the First Closing, Sponsor shall sell the Handicap Parking Space to the Condominium on behalf of all Unit Owners, which Handicap Parking Space will be reserved for handicap use. The Purchase Price of the Parking Space is $75,000.00. At the Closing of Title to each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser's share of the cost of the Handicap Parking Space, plus all costs incurred in connection with the purchase of the Handicap Parking Space. Purchasers share shall be based upon the Purchaser's total percent common interest in the Condominium, including the Purchaser's Residential Unit, Storage Unit and Parking Space.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

1. Sponsor is reserving the unconditional right to rent rather than sell Units after consummation of the Plan. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15% = 3 Units) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. Sponsor will endeavor in good faith to sell Units rather than rent. If Sponsor makes a bulk sale of all or some of its unsold Units, the transferee successor Sponsor is bound by Sponsor's representations regarding its commitment to sell Units.

2. The Sponsor is obligated to defend any suits or proceedings arising out of Sponsors acts or omissions and to indemnify the Board of Managers and the Unit Owners for such acts or omissions of the Sponsor.

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

4. Sponsor and its principals will remain liable notwithstanding any disclaimers or limitations of liability on the part of the Sponsor or its principals for failure to perform any obligation imposed by applicable statute or regulation. This Offering Plan does not include any financial limitation on Sponsor's liability for failure to perform its obligations under the Offering Plan.

5. The Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold Units. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold Units. Sponsor will fund its financial obligations to the Condominium through sale of a Condominium Unit pursuant to this Plan or through cash on hand. No bond or other security has been furnished to secure Sponsors obligations under this Plan or to complete construction of the Building.

6. The risk of loss to any Residential Unit by fire or other casualty until the Closing for such Residential Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Residential Unit, at which time such risk, to the extent not covered by existing insurance, shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Residential Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be made within 60 days of the damage to the Unit) to repair or restore the Residential Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price of the Residential Unit. In such event, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be

in its sole discretion) to repair or restore the Residential Unit or if the Residential Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws"), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return all Deposits to Purchaser, together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Sponsor shall procure fire and casualty insurance, as set forth in Schedule B, pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance as reflected in Schedule "B". Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of invalidity, due to acts of the insured and Unit Owners and waivers of pro-rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners.

6. In the event of the dissolution or liquidation of the Sponsor or the transfer of ten or more Units or twenty percent 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 status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

9. Sponsor has obtained construction loan financing from SB One Bank, 1445 Valley Road, Wayne, New Jersey 07470. The construction loan mortgage financing is in the amount owed of $3,750,000.00. The Sponsor must obtain a release of lien from each loan by the Mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser. In order to release a Unit, Sponsor must make a principal reduction equal to 90% of the gross unit sale price or a prorated share of the financing provided the Lender multiplied by 125%. After the recording of the Declaration and before the Closing of title to the first Unit, the construction loan mortgage, if any, will be satisfied, or released, or subdivided, extended and consolidated with the individual permanent mortgages which will be placed on the Units of those Purchasers obtaining a purchase money mortgage. In addition, before the Closing of title to the first Unit, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by partial release duly recorded.

Sponsor shall have the obligation to build and complete the Condominium in accordance with applicable codes and the Building Plans and specifications identified in this Offering Plan.

(i) Sponsor shall have the right to substitute equipment or materials of equal or better quality and design as those originally specified. Equal to or Better Quality shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

(ii) Sponsor may modify the layout or design of the Building but Sponsor may not change the size, or location of the Units if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change. The Sponsor's obligation to build and complete the Condominium in accordance with the Building Plans and specifications identified in the Plan and Sponsor's right to substitute equipment or materials and make modifications of layout or design, provided however, that Sponsor may not:

(i) substitute equipment or materials of lesser quality or design; or

(ii) change the size, location of Building or Units other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

10. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires in 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire building. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within two (2) years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of a PCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet on Certificates is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

In the event a permanent Certificate of Occupancy for the Building or an individual Residential Unit has not been issued as of the Date of Closing for said Residential Unit, the Sponsor will continue to hold all deposits and funds in the special escrow account required pursuant to Section 352-e (2-b) and 352-h as described in Section XII of the Offering Plan unless Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy. Any sum of money exceeding the amount certified by the Sponsor's engineer or architect will be released to the Sponsor. Upon the issuance of the permanent Certificate of Occupancy, such escrow deposit will be released to Sponsor without the consent of any other party. Alternatively, Sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by Sponsor's engineer or architect. In such event, it will disclose such fact by duly filed amendment to the Plan.

Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit and any Parking Space Unit, prior to the issuance of a permanent Certificate of Occupancy for the Residential Unit and/or Building. Unit Owners are responsible for obtaining all necessary permits from the City of New York and any other required municipal agencies for any changes the Unit Owner makes to their Unit subsequent to the Closing of Title with the Sponsor.

11. The common areas and public portions of the Building will be completed before the Closing of title to the first Unit.

12. Sponsor may not close Units without a Temporary Certificate of Occupancy or Final Certificate of Occupancy.

13. Because this building is five (5) stories, Article 36-B of the General Business Law, which pertains to warranties on the sale of certain new homes applies. General Business Law §777, the Housing Merchant Implied Warranty Law is applicable to Condominium Units in buildings which are five stories and less. The Housing Merchant Implied Warranty Law applies, however, Sponsor elects to exclude the Housing Merchant Implied Warranty in favor of a Limited Warranty as set forth in this Offering Plan.

Certain of the limitations contained in the Limited Warranty are noted as follows: the Limited Warranty provides coverage for the first residential Unit buyer only; Sponsor's liability with regard to items set forth in the Limited Warranty only is limited to ten percent (10%) of the purchase price, exclusive of all options; incidental, special, indirect consequential or other similar damages are excluded; and detailed procedures must be followed for giving notice of a warranty claim to the Sponsor, and for commencing a lawsuit against Sponsor. Despite the 10% limitation, the Sponsor's obligation, regardless of any limitations in the warranty or in this Offering Plan, is to construct the premises in accordance with all cannot go below the duty to construct the premises in accordance with all applicable codes, filed Plans and specifications, and any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. and locally accepted building practices for items which are not covered by codes.

Purchaser should note that:

(a) No steps taken by Sponsor or Sponsor's contractors to correct a defect shall act to extend the warranty period.

(b) Sponsor accepts no responsibility for any warranty obligation for incidental or consequential damage caused by any defect.

(c) The Limited Warranty is extended to Purchaser and is not extended to any subsequent Purchaser, tenant, or mortgage lender who takes possession of a Residential Unit.

(d) The Limited Warranty shall be void if Purchaser, tenant or occupant, misuses, abuses or otherwise interferes with or changes Sponsor's original construction or installations, or if Purchaser, tenant or occupant hires any outside contractor to do any work during the warranty period.

(e) Sponsor is not responsible for any work or material ordered directly by Purchasers from Sponsor's contractors or suppliers, or other outside suppliers and contractors

In no event will Sponsor be liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan will be to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), subject to the terms and conditions (and within the time limits) set forth in this paragraph. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications.

In no event will Sponsor be responsible for any condition in the Residential Unit or the Common Elements resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an insubstantial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other Landscape improvements that may abut the Building, nail pops, protruding dry wall fastenings, ridging on gypsum Board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards; (ix) noise from normal plumbing and the HVAC system; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors,

frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors and after the Residential Unit Closing, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or variations in veining of any natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete and/or paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) terrace or balcony tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxiii) subsequent to the Residential Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiv) salting or color variation in exterior colored mortar and deep colored brick; (xxv) remove mold from the Building or any Residential Unit therein, or (xxvi) or normal water penetration in frameless shower doors. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING OR RESIDENTIAL UNIT. PURCHASERS WHO PURCHASE A RESIDENTIAL UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR RESIDENTIAL UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING OR RESIDENTIAL UNIT. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD OF MANAGERS THEREOF. IF PURCHASERS OR ANY BOARD OF MANAGERS DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAQUEENS ASSIGNED TO THEM BY SPONSOR.

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

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of (i) any insubstantial variations from the plans and specifications or the description of any portion of the Building or a Residential Unit set forth in the Plan or (ii) variations from the Plans and Specifications or the description of any portion of the Building or a Residential Unit set forth in the Plan which are neither in violation of applicable Building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Plan as solely determined by Sponsor's architect. Any such variation affecting the Building or a Residential Unit which is material will be disclosed in a duly filed amendment to the Plan.

All personal property located within the Residential Unit on the date the Purchase Agreement is executed or that is located within the Common Elements on the date the Declaration is filed, that

is owned by the Sponsor or anyone else, will be included in the conveyance to Purchaser of their Residential Unit unless specifically excepted in the Plan or Purchase Agreement.

(14) Upon the Closing of title, Sponsor will assign to the Purchaser, and to the Board of Managers upon the recording of the Declaration, all applicable warranties, if any, of manufacturers and subcontractors relating to heating, electrical work, plumbing, and appliances, as well as bonds relating to the Purchasers Unit or the Common Elements, if any. Sponsor undertakes to supply warranties only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent that such warranties and bonds are assignable. The Housing Merchant Implied Warranty Law (General Business Law, Article 36-B) is applicable to the Condominium Units however, in lieu of such Housing Merchant Implied Warranty, the Sponsor elects to include a Limited Warranty as set forth in this Offering Plan. The Warranty is limited as follows: the Limited Warranty provides coverage for the first buyer only; Sponsor's liability is limited to ten percent (10%) of the purchase price exclusive of all options; incidental, special, indirect.

(15) Sponsor will pay the cost of all authorized and proper work involved in the construction, establishment and sale of the Condominium property that Sponsor is obligated to complete under the Plan and to cause all mechanics liens filed with respect to the construction of the Building to be promptly discharged or bonded.

(16) Sponsor will deliver a set of "as built" Plans to the Board of Managers.

(17) Except as specifically set forth in this Plan, no bond or other security has been furnished to secure Sponsor's obligations to complete construction after Closing title to the first Unit and obtain a Final Certificate of Occupancy and all necessary permits.

(18) The Sponsor has a right of access to complete construction of the Condominium. The Sponsor is obligated to repair any damages caused by Sponsor or Sponsor's contractors to any Condominium Unit and the common areas as a result of the work performed in accordance with gaining access to Condominium Units and/or the common areas. The Sponsor may not interfere with the Unit Owner's use and may only gain access to sold Units during normal business hours, from 8AM to 5PM, Monday through Friday.

(19) Sponsor is reserving the unconditional right to rent rather than sell Units after consummation of the Plan. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. Sponsor will endeavor in good faith to sell Units rather than rent. If Sponsor makes a bulk sale of all or some of its unsold Units, the transferee successor Sponsor is bound by Sponsor's representations regarding its commitment to sell Units.

(20) The Residential Units will be delivered with wood or engineered wood floors. As recommended by the National Wood Flooring Association, Unit Owners are advised to be very cautious about washing wood products with a wet mop or otherwise with water, since contact with standing water can cause cupping, swelling, and

subsequent gapping. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at http://www.nwfa.org/. All wood products should be maintained in accordance with manufacturer's recommendations.

Wood is also subject to changes as a result of humidity, including seasonal changes in humidity, as well as chipping, scratching, cracking, cupping and curling. Sponsor makes no representation or warranty that the wood floors will maintain their appearance after they are subject to wear and tear, including without limitation, bleaching due to sun exposure. Any exposure to the sun will subject the floors to bleaching and Sponsor makes no representation about the color or cohesion of the floor. Relative humidity should be between thirty-five percent (35%) and sixty-five percent (65%) to avoid excessive shrinkage, cracking, swelling or cupping.

Sponsor makes no representation as to the number of times such floors can be sanded, if at all. Sponsor is not responsible for: (i) variations in floor level and slight separation between base and floor; (ii) variations in width, length or tone of wood floor strips or normal shrinking or expansion of wood flooring due to changes in moisture content of wood; or (iii) scratches and dents in flooring.

(21) Purchasers should note that neither the Sponsor nor the manufacturer provides any warranty for the windows.

(22) Effective November 5, 2004, owners of Class A multiple dwellings in New York City, which include Condominium Units, must install carbon monoxide detectors. The Sponsor will install a smoke detector and a carbon monoxide detector in each residential Condominium Unit. The law requires the owners of the residential Condominium Units to maintain the carbon monoxide detectors.

(23) The Sponsor must obtain a release of lien from each loan by the Mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser. In order to release a Unit, Sponsor must make a principal reduction equal to 85% of the gross contract sales price of the Unit as determined by Lender.

(24) All representations under the Plan, all obligations pursuant to the General Business Law Section 352-e, and such additional obligations under the Plan which are to be performed subsequent to the Closing Date shall survive delivery of the deed.

Obligations of the Sponsor under the Plan with respect to the Building shall be enforceable by the Condominium Board on behalf of all Unit Owners. Obligations of the Sponsor shall be enforceable by the individual Unit Owners if either (i) the Condominium Board fails to take reasonable action to enforce such obligations within ninety (90) days following the giving of notice of such claim by any Unit Owner to the Condominium Board or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid ninety (90) day period.

Obligations of the Sponsor under the Plan shall inure solely to the benefit of Purchasers of Units directly from Sponsor and shall not inure to the benefit of any Purchaser or tenant upon the resale, assignment or subletting of a Unit.

CONTROL BY SPONSOR

Sponsor shall have the right to vote all of the Common Interests attributable to Unsold Units when voting for members of the Condominium Board. At all elections held after the expiration of the period ending on the earlier of: (i) the Closing of Title with purchasers under the Plan to Units having more than 75 percent of the aggregate Common Interests pertaining to all Units, or (ii) five (5) years after the First Closing (the "Sponsor Control Period"), not more than one (1) of the members of the Condominium Board may be elected or designated by Sponsor or the then owner of the Unsold Units. After the end of Sponsor Control Period, a majority of the Condominium Board must be Unit Owners who are not affiliated with Sponsor.

Within approximately 30 days after the expiration of the Initial Control Period, the applicable number of members of the Condominium Board representing the Unit Owners which were designated by Sponsor shall resign and their replacement shall be filled by a majority vote of the members of the Condominium Board representing the Unit Owners (excluding members designated by Sponsor) at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Until the first annual meeting of the Unit Owners (the "First Annual Meeting"), the Board shall consist of three (3) persons designated by Sponsor. Sponsor anticipates designating the following persons as the initial Board Members (all of whom are experienced in real estate matters and familiar with the property): Konstandinos Vorillas, Efthimios Ballis and Athena V. Pappas, all of whom are principals of the Sponsor. Sponsor will amend the Plan prior to the First Closing in the event such persons no longer are serving as the initial Board members.

The First Annual Meeting shall be held not later than 30 days following the first to occur of: (a) the first anniversary of the First Closing; or (b) the closing of title to Units representing at least 75 percent both in number and aggregate Common Interests of all Units to Purchasers, and at such meeting the incumbent two-member Board appointed by Sponsor will resign and a new Board will be elected and/or designated by the Unit Owners and Sponsor, as the case may be, as described below. As a result of the foregoing, there is no provision in the By-laws that assures a majority of the Condominium Board will be Unit Owners, Unit occupants or members of a Unit Owner or Unit occupant's household who are unrelated to Sponsor and its principals within five (5) years after the First Closing. In addition, because Sponsor has the unconditional right to rent or lease the Units after consummation of the plan, subsequent to the occurrence of the First Unit Closing, there is no commitment to sell more Units than the fifteen (15%) percent of Residential Units necessary to declare the Plan effective, and owner-occupants may never gain effective control and management of the Condominium.

Accordingly, until the expiration of the Initial Control Period, if: (i) Sponsor and/or its successor shall have the right, in such capacity, to designate two (2) of the three (3) Residential Board Members, all of whom may be persons related to or affiliated with

Sponsor and/or its successor or other Unsold Unit Owner, and Sponsor and/or its successor and all other Residential Unit Owners shall elect the one (1) remaining Residential Board Member who shall not be a person related to or affiliated with Sponsor and/or its successor-in-interest or other Unsold Unit Owner. Any person who wishes to serve as a member of the Board shall give written notice to the Managing Agent no less than fourteen (14) days prior to the annual meeting. Any provision(s) that give the sponsor control of the enforcement of sponsor's obligations are not lawful.

In addition, at elections of members to the Board held after the expiration of the Initial Control Period but while Sponsor and/or its successor-in-interest still owns at least one Residential Unit, Sponsor and/or its successor-in-interest shall have the right to designate one (1) of the Board Members. Accordingly, from and after the expiration of the Initial Control Period, Sponsor shall have the right to designate not more than one (1) member of the Board and shall no longer exercise voting control over the Board, i. e., following the expiration of the Initial Control Period, at least two (2) of the three (3) members of the Residential Board shall not be designated by Sponsor or its successor-in-interest or other owner of Unsold Units but shall be elected by the Unit Owners. There is no restriction on the right of Sponsor and its successor-in-interest(s) or any Unsold Unit Owner to vote for members of the Board who are not related to or affiliated with Sponsor or such successor-in-interest or Unsold Unit Owner; however, after the expiration of the Initial Control Period, neither Sponsor nor its successor-in-interest will designate a majority of the Members. In the event that there are non-sponsor members of the Board and there is a vote on whether to pursue legal action against the sponsor, the sponsor's board representative is prohibited from voting on that issue.

Accordingly, from and after the expiration of the Initial Control Period, at least two (2) of the three (3) members of the Residential Board shall not be related to or affiliated with Sponsor or its successor-in-interest or such Owner of Unsold Units. There is no restriction on the right of Sponsor and/or its successor-in-interest(s) or other Unsold Unit Owner(s) to vote for members of the Board who are not related to or affiliated with Sponsor or such successor-in-interest or such Unsold Unit Owner(s). The number of members of the Board may not be increased without the consent of the owner(s) of the Unsold Units, for so long as there remains at least one (1) Unsold Unit.

Until Sponsor no longer designates a majority of the members of the Board, Sponsor will, through its control of the Board, be able to control the maintenance and operation of, and the services to be provided by, the Condominium, and also the determination of Common Charges to be paid by all Unit Owners. Such expenses shall at all times be consistent with the budget contained in Schedule B. Prospective Purchasers should be advised that Unit Owners, Unit occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., for use as a home as opposed to as an investment. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required to comply with any Legal Requirements applicable to the Building or expenses required to ensure the health and safety of the occupants of the Building, or to

remedy any notice of violation entered against the Building or to comply with any proper work order by an insurer of the Building. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than five (5) years after the First Closing or whenever the Unsold Units constitute less than 25 percent of the Common Interest, whichever is sooner.

The number of members of the Condominium Board representing the Unit Owners may not be increased or decreased without the consent of Sponsor as owner of the Unsold Units for so long as there remains a single Unsold Unit. Additionally, the Board of Managers may not be prohibited from removing members of the Board for cause. Any removed member designated by the sponsor may only be replaced by the sponsor.

Until Sponsor no longer elects a majority of the members of the Condominium Board, Sponsor will through its control of the Condominium Board have control of the maintenance and operation of, and the services to be provided by the Condominium and will determine the Common Charges to be paid by all Unit Owners. Such expenses shall at all times be consistent with the budget contained in Schedule B.

The Condominium Board may not, for as long as Sponsor has title to the Units having more than 25 percent of the aggregate Common Interests pertaining to all Units, but in no event later than five (5) years after the First Unit Closing, whichever shall first occur, take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit unless the same are required to comply with applicable laws or regulations, (b) assess any Common Charges or Special Assessments for the creation of, addition to or replacement of or addition to all or part of a reserve, contingency or surplus fund, (c) increase or decrease the number, or change the kind of, employees from that described in the First Year's Budget, (d) enter into any service or maintenance contract for work or otherwise contract for work or services not covered in the First Year's Budget, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to comply with applicable laws or regulations or to remedy any notice of violation or work order of the Condominium's insurer.

Sponsor shall at all times uphold its fiduciary duty to the Unit Owners and Board of Managers. Additionally, the Board of Managers, regardless of composition, will work in the best interest of the condominium and its unit owners.

BOARD OF MANAGERS

Board of Managers

From and after the First Annual Meeting, the Board shall consist of three (3) persons elected by the Unit Owners (including Sponsor) (subject, however, to Sponsor's right to designate certain Board members during the Initial Control Period, as hereinafter set forth). At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests appertaining to the Units owned by Sponsor as it sees fit. Even during the Control Period, the Board has a fiduciary duty to act in the best interest of the condo. However, in addition, at elections of the Condominium Board held before the expiration of the Initial Control Period, Sponsor and/or its successor-in-interest shall have the right to designate two (2) members of the Board, in the aggregate, who are related to or affiliated with Sponsor, such successor-in-interest or other Unsold Unit Owner(s), and Sponsor, such successor-in-interest and all other Unit Owners shall have the right to elect the remaining member of the Board, who shall not be related to or affiliated with Sponsor, such successor-in-interest or other Unsold Unit Owners. Except for the Board members designated by Sponsor, all members of the Board must be either Unit Owners or certain interested parties as described in the By-laws. No member of the Board shall continue to serve on the Board if, during his or her term of office, said member shall cease to be a Unit Owner or an interested party. Each Unit Owner shall be entitled to one (1) vote for each unit owned. For so long as Sponsor or its successors own at twenty-five (25%) percent of the Units, but in no event later than the fifth anniversary of the First Unit Closing, Sponsor may designate up to two (2) of the three (3) Members of the Board. After the initial period of Sponsor control for so long as the Sponsor owns one (1) Residential Unit the Sponsor shall have the right to designate one (1) member to the Board. Any provision(s) that give the sponsor control of the enforcement of sponsor's obligations are not lawful.

All members of the Condominium Board and officers shall serve without compensation from the Condominium, and Sponsor has agreed that the By-laws will not be amended to provide otherwise while Sponsor is in control of the Condominium Board.

The term of office of the members of the Board shall be for one year or until their successors are elected. Any member of the Condominium Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, or by overnight courier to the President or Secretary of the Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A member of the Board may be removed with or without cause by an affirmative vote of a majority of Unit Owners (as defined in the By-laws) who are present at a meeting containing a quorum of Unit Owners; provided, however, that Condominium Board members designated by Sponsor may only be removed with cause and replaced by another Sponsor designee. No member of the Board shall continue to serve on the Condominium Board if, during his or her term of office, such member shall cease to be a Unit Owner or an interested party as described in the By-laws; provided, however, that this provision respecting Unit ownership and Board membership shall not apply to members of the Board designated by Sponsor.

Upon the affirmative vote of a majority of the members of the Condominium Board, any officer may be removed with or without cause. A successor officer may be elected at any regular

Condominium Board meeting or at any special Condominium Board meeting called for such purpose except that any Board Member designated by the Sponsor who is removed for cause shall be replaced by the Sponsor with a Board Member of the Sponsor's choice at the Sponsor's sole discretion.

The Condominium Declaration and By-Laws each provide that the same may be amended by the vote of Units Owners owning at least 66-2/3 percent of the Common Interests; provided however, no such amendment affecting provisions related to the Commercial Unit is effective without the vote and/or written consent of the Commercial Unit Owner.

The By-Laws provides that each Board Member is indemnified by all of the Unit Owners, to the extent of the Common Interest allocated to each of their respective Units from any liability or claim arising from their acts as Board Members, except in cases of bad faith or willful misconduct, or any liability associated with self-dealing by such Board Member.

Parking Space and Storage Unit Owners shall not be entitled to any votes for any Parking Space or Storage Unit they own. Thereafter, annual meetings shall be held on the anniversary date of each succeeding year, unless such date is changed by the Board of Managers.

Removal of Members of the Board of Managers

Members, may be removed with or without cause by an affirmative vote of sixty-six and two-thirds percent ($66^{2}/_{3}^{rds}$) in number of the Residential Unit Owners entitled to vote at a special meeting called pursuant to Article II, Section 10 of the By-Laws. Sponsor designees may also removed for cause by an affirmative vote of sixty-six and two-thirds percent (662/3rds) in number of the Residential Unit Owners entitled to vote at a special meeting called pursuant to Article II, Section 10 of the By-Laws. No Member other than a Member of the Board of Managers designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Unit Owner. Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium. For so long as Sponsor continues to own one Residential Unit the Sponsor shall have the right to designate one Board Member.

Powers and Duties of Board of Managers

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 the 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. The Common Charges are payable in advance as determined by the Board of Managers. The Board of Managers may increase the monthly Common Charges or vote a Special Assessment in excess of the Common Charges, if required, to meet any additional necessary Common

Expenses, but said increases can only be assessed among the Unit Owners pro-rata according to their respective Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium or in such other manner as provided in Article VI, Section 9 of the By-Laws.

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

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

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

5. 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.

6. 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, including any inspection or repairs necessitated by mold. No prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Unit Owner will be at the expense of the Unit Owner.

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

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

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

10. To make reasonable Rules and Regulations pursuant to Article VIII of the By-Laws applicable to all Units and all Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner. Notwithstanding the above, the Board of Managers shall not be able to pass or adopt any Rule or Regulation affecting the Sponsor without the written consent of the Sponsor.

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

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

13. To acquire a Unit 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 subject to any restrictions contained in the By-Laws, 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.

14. To make additions, alterations, or improvements to the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the. Condominium to maintain, repair and/or replace as provided for in the Declaration and/or the By-Laws. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the General Common Elements, and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to maintain, repair and/or replace as provided for in the Declaration and/or the By-Laws. Notwithstanding, no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Percentage of Common Interest in the Common Elements without the written consent of the Owners of said Unit.

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

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

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

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

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

Liability and Indemnification of Board of Managers. Officers and Unit Owners

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

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Member's testator or intestate, was a Member of the Board of Managers or Officer or the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer if a judgment establishes that the Member's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the original Board of Managers, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made

by the Board of Managers or out of the aforesaid indemnity in favor of the Member of the Board of Managers shall be limited to such proportion of the total liability thereunder as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by a Member of the Board of Managers or on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member of the Board of Managers, as the case may be, are acting only as agent for the Unit Owners and the Condominium and shall have no personal liability thereunder (except as Unit Owners).

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

Officers

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one (1) or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Residential Unit Owners or Members of the Board of Managers except any Assistant Secretaries or Assistant Treasurers. In addition, the President must be both a Residential Unit Owner and a Member of the Board of Managers. Two (2) or more offices may be held by the same person, except the President, who can only hold the office of President.

The names of the anticipated first officers and members of the Board of Managers are:

Konstandinos Vorillas – President
Efthimios Ballis – Vice President
Athena V. Pappas – Secretary

all of whom are principals of the Sponsor.

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

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

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

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and

shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium.

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

Repairs. Alterations and Improvements to Common Elements

Except as hereinafter provided, all maintenance, painting, repairs and replacement of the General Common Elements as described in the Declaration of Condominium shall be the responsibility of the Board of Managers on behalf of the Condominium and contracted for by the Board of Managers on behalf of the Condominium. The cost thereof shall be a Common Expense of the Condominium and paid for by all Unit Owners as provided in Article VI of the By-laws. Notwithstanding, if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

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

All maintenance (including electrical repairs and plumbing stoppages and repairs in the Residential Units, cleaning of interior of windows and painting and decorating of the interior of the Residential Units), repairs and replacements to the Residential Units including doors which open from a Residential Unit for which painting, if required, is performed by the Board of Managers, and repairs to pipes, wires and conduits located in and servicing an individual Residential Unit, other than as set forth above shall be made by the respective Residential Unit Owner at the Residential Unit Owner's expense. This would include but not be limited to all painting and decorating to the interior of the Residential Units, maintenance, repair and replacement of individual appliances, individual heating and cooling systems for the Residential Units and the interior side of all entrance doors.

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

the cost of such repair or replacement shall be charged to the responsible Residential Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any balcony and/or terrace that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense. All General maintenance and repairs of a balcony and/or terrace that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks and the repair or replacement of the surface of the balcony and/or terrace), shall be the responsibility of the Residential Unit Owner whose balcony and/or terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The balconies and terraces are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace except as required for repair or replacement.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit a Residential Unit exclusively shall be the sole responsibility of the Residential Unit Owner for such equipment, services, etc.

All repairs and replacement of windows, and any snow removal from the General Common Elements shall be contracted for by the Board of Managers on behalf of the Condominium and the cost thereof shall be a Common Expense of the Condominium payable by all Unit Owners as provided in Article VI of the By-Laws.

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

All repairs and maintenance to Parking Space and Storage Units shall be the responsibility of the Condominium and a Common Expense of the Condominium. The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit, after forty-eight (48) hours prior notice, except in the case of an emergency, for the purpose of making any repairs or replacements to any Common Elements no matter how classified contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any

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

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

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

Restoration or Reconstruction After Fire or Other Casualty

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

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 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 above paragraph, 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 the their respective Percentage of 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.

Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from Generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements no matter how classified, and the Units in the Building of the Condominium (except Land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, Building service equipment and supplies, and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners), contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their Mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of Land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard Mortgagee clause in favor of each Mortgagee of a 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 as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee and that the net proceeds thereof, if $40,000 or less, shall be payable to the Board of Managers, and if more than $40,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's Mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership applicable to said Unit.

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

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by 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 canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all Mortgagees of a Unit. Duplicate originals of all

policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all Mortgagees of a Unit at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, Including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

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

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

In addition to the above, blanket fidelity bonds shall not be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all Residential Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or

similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae, also receive such notice of cancellation or modification.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit.

Reports to Unit Owners

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

Amendments

The provisions of the Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds percent (66 2/3rds%) of the Residential Unit Owners in number held at a duly-called meeting of the Residential Unit Owners, provided however, that:

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

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

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

4. The Board of Managers and the Sponsor, as long as the Sponsor owns an Unsold Unit in the Condominium, shall have the right to amend the Declaration without the vote or consent of the Residential Unit Owners or the holders of any Residential Unit mortgages and to execute and record in the New York City Registrar's Office such amendment as may be required to reflect (i) changes in the Declaration (including Schedule B),

As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections, or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium.

5. For so long as Sponsor owns an Unsold Unit, the Sponsor and the Board of Managers shall have the right to amend the Declaration and record the amendment in the New York City Register's Office without the vote of the Residential Unit Owners to reconfigure and renumber the Parking Space Units in the Building under a revised Parking Space Unit plan. Notwithstanding said right any Residential Unit Owner who owns a Parking Space Unit shall continue to have the right to continue to utilize the same number of Parking Space Units in the revised Parking Space Unit plan. In any event Sponsor shall not abrogate Unit Owners or Purchaser's rights under applicable law.

Purchaser or Residential Unit Owner who purchases or owns two (2) adjoining Residential Units and is desirous of consolidating the two (2) Residential Units into one (1) Residential Unit may do so subject to obtaining all approvals required by the New York City Department of Buildings, New York City Department of Finance and any other required municipal approvals and obtaining whatever insurance and/or surety is required by the Board of Managers to do whatever work is necessary to consolidate the two (2) Units. The Board of Managers shall be required to cooperate with the Purchaser in amending Schedule B to the Declaration to reflect the consolidation and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Residential Units that were consolidated and the Board of Managers shall have the right to amend said Schedule B without the vote or approval of the Residential Unit Owners. All approvals, revisions, amendments to Schedule B of the Declaration and any other requirements including any legal, engineering, architectural or otherwise necessary to consolidate the Residential Units shall be at the Purchaser's or Residential Unit Owner's sole cost and expense.

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

or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

Amendments to By-Laws

The By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by sixty-six and two-thirds percent (66 2/3rds%) of the Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition the following shall apply to amendments to the By-Laws:

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

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

(iii) The Board of Managers shall have the right to amend the By-Laws without the consent of the Unit Owners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors.

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

(v) The Sponsor shall have the right to amend the By-Laws without the consent of the Unit Owners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any

State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state or local law or regulation that may affect the Condominium.

(vi) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one percent (51 %) of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of common elements; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential Unit's Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of the By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

Units Acquired by the Board of Managers

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

Termination of Condominium

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

Covenant Against Partition of Common Elements

The Common Elements are not subject to partition nor are the form of the Declaration of Condominium and the By-Laws referred to in the Plan appears in Part II.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale or Lease of Units

FOR THE PROPOSED RESALE OF A CONDOMINIUM UNIT:

Any Unit Owner shall have the right to sell his or her Unit under the following terms and conditions:

A. The Unit Owner shall first give the Board of Managers thirty (30) days prior written notice of the terms of any bona fide sale, together with a copy of any proposed sales agreement, together with a fully executed, original counterpart of the sales agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser. Written notice with a copy of the contract of sale shall be sent to the managing agent, if any, or to the President of the Condominium by Certified Mail or overnight mail by via a nationally recognized overnight courier service with proof of delivery being retained by the Unit Owner,

B. The Board of Managers may require the prospective Purchaser to complete an application and/or questionnaire for consideration by the Board of Managers or Sponsor of the proposed transaction. (The 30 day period as discussed above shall commence from the time that the managing agent or the President of the Condominium receives a fully completed application in the event that the Condominium requires applications to be completed by prospective Purchasers). The Board of Managers shall require photo identification of all persons who are prospective Purchasers and who may reside in the Condominium Unit; the names, addresses and social security numbers of all proposed occupants shall be provided to the Board of Managers with the proposed contract of sale. Any prospective Purchaser of any Condominium Unit consents to the Board of Managers obtaining a criminal background check on the proposed Purchasers. The Board of Managers may not discriminate against any proposed Purchaser or proposed occupant on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by law.

If the Board of Managers fails to act within such thirty (30) day period, it shall be deemed to have consented to the proposed transaction;

Any such deed to convey any Condominium Unit shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

C. If the Board of Managers refuses to consent to the transaction, it shall, within the thirty (30) day period, either:

(i) Produce a Purchaser who will purchase the Unit upon the same terms as stated in the Unit Owner's notice to the Board of Managers and the contract of sale executed by the proposed Purchaser, or

(ii) Agree to purchase the Unit on behalf of all other Unit Owners on the same terms stated in the contract of sale submitted to the Board of Managers.

If the Board of Managers desires to purchase the Condominium Unit from a Unit Owner, at the closing, the Unit Owner shall convey the Unit (and Appurtenant Interests) to the Board of Managers or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all transfer and other taxes arising out of such sale. Real estate taxes, mortgage interest and common charges and expenses shall be apportioned between the Unit Owner and the Board of Managers, or its designee, as of the closing date. The closing shall occur within 45 days from the date that the Board of Manager exercises its right of first refusal to purchase the Condominium Unit. The closing shall occur at the offices of the attorney for the Condominium.

In connection with the foregoing, the Board of Managers may not purchase a Unit without the approval of a majority of the Unit Owners (as such term "majority" is defined in the By-Laws). In the event that the Board of Managers does not have sufficient funds on hand for the purchase of a Unit which has been approved by the majority of the Unit Owners, the Board of Managers may borrow such funds or may assess the Unit Owners in proportion to their respective common interests to the extent of the purchase price amount. In the event that the Board of Managers exercises its right to purchase the Condominium Unit, it may do so on the same terms and conditions (including but not limited to the mortgage contingency provisions and closing date provisions set forth in the contract executed by the proposed Purchaser). In the event that the Board of Managers does not either produce a Purchaser for the Unit or agree to purchase the Unit on behalf of all of the Unit Owners as set forth above within the stated thirty (30) day period, the Unit Owner shall have the right to consummate the sale on the terms submitted to the Board of Managers and in accordance with the terms set forth in the contract of sale executed by the proposed Purchaser. The proposed Purchaser must comply with the requirements set forth in the Declaration and By-Laws.

The restrictions upon the sale of Units, set forth in this Section shall not apply to the Sponsor, or its designee, or to a mortgagee (including the holder of a construction loan, if any) acquiring title in foreclosure or by deed in lieu of foreclosure. The foregoing persons shall be free to sell without first notifying or obtaining the consent of the Board of Managers or Sponsor. The Board of Managers and the Sponsor, as the case may be, shall be required to cooperate in providing appropriate physical access to any such Unit and the Common Elements, as well as all financial information regarding same.

A Unit acquired by the Board of Managers pursuant to the Right of First Refusal described herein may be sold, leased, mortgaged or otherwise dealt with in the discretion of the Board of Managers. The proceeds of such disposition will be received by the Board of Managers on behalf of all Unit Owners in proportion to their respective common interests.

FOR THE PROPOSED LEASING OF A CONDOMINIUM UNIT BY A UNIT OWNER:

Any Residential Unit may be leased subject to the leasing requirements contained in Section 2 of Article XI of the By-Laws. In addition, any Residential Unit

Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 2 of Article XI of the By-Laws to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in said Section 2. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

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

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

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

(h) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease;

(i) the lease must be in writing;

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

(k) the lease must have a minimum term of twelve (12) months. Renewal leases shall also have a minimum term of twelve (12) months.

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

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

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

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

(i) the Residential Unit cannot be used as a motel or hotel or otherwise for transient tenants;

(j) no Residential Unit Owner, Resident or tenant shall be permitted to place any signs for rent in or on the Residential Unit or the Common Elements of the Condominium unless approved in writing by the Board of Managers;(k) all leases and tenants are subject to all municipal requirements applicable to rentals, if any; and

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

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

In order to carry out the provisions of Article XI of the By-Laws and pursuant to the provisions of Article Fourteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided herein is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

By becoming a tenant, each tenant will be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (f), (g), (h), (i). (j), (k) and (l) above shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent Purchaser from the first mortgage lender is subject to all the terms of Article XI of the By-Laws. In addition the provisions of Article Twelfth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Unit by the Mortgagee.

The foregoing restrictions shall not apply to Sponsor-owned Residential Units. The Sponsor, its successors, assignees and/or designees shall have the right to freely sell an Unsold Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Real Property Law Section 339-kk

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the Condominium. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to the applicable provision of the By-Laws. A complete copy of Section 339-kk of the Real Property Law is contained in Part II of the Plan as Schedule M.

Restrictions on Occupancy and Use

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit Owner, however, may only be for residential purposes in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

Parking Space Units shall be used for parking of an automobile and other permitted vehicles.

The By-Laws of the Condominium contain the following use restrictions regarding the Residential Units: No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Residential Unit Owners, their families, employees, guests and any permitted pets shall not use or permit the use of the Residential Units and Common Elements in any manner that would be illegal, disturbing or a nuisance to other Residential Unit Owners. No resident shall put any advertisement, poster, or signs, including for-sale signs of any kind in or on a Residential Unit or the Common Elements without the consent of the Board of Managers. It is prohibited to use any of the Common Elements for storage by Unit Owners except in designated storage areas in the Condominium. No Residential Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Residential Unit. All Residential Unit Owners must maintain their thermostat at a minimum of 60 degrees Fahrenheit to avoid pipes from freezing. Any Residential Unit Owner failing to adhere to this provision shall be responsible for any and all damage to the Condominium or any other Unit as a result thereof. Any improvements beyond the interior walls of a Residential Unit will require the approval of the Board of Managers.

All vendors, contractors, sub-contractors and other personal transporting any equipment, appliances, furniture, plants or other fixtures to a Residential Unit must utilize the elevator at times designated for such purpose by the Board of Managers. All Residential Unit Owners, tenants or other residents of the Building moving in or out or transporting any equipment,

appliances, furniture or plants or other fixtures must utilize the elevator at times designated for such purpose by the Board of Managers. Unit Owners should refer to Article VIII of the By-Laws as to the Rules and Regulations applicable to the Unit Owners.

Restrictions on Pets

No animals or reptiles of any kind shall be raised, bred, or kept in any Residential Unit or in the Common Elements or Limited Common Elements, except that dogs, cats or other common household pets of up to twenty-five (25) pounds may be kept in Residential Units, subject to the Rules and Regulations adopted by the Board of Managers, including those prohibiting any animals being kept or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon fifteen (15) days written notice to the Residential Unit Owner by certified mail or other means evidencing receipt by the Residential Unit Owner from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. The Board of Managers shall have the right to limit the number, size and type of pet permitted to be kept in a Residential Unit. Residential Unit Owners will be permitted to keep dogs, cats or other common household pets in their Residential Unit subject to the conditions of this provision. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. All dogs, cats, and other pets must be leashed and shall not be permitted to run loose within the Building. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for picking up and disposing of their pets' waste and for any damage caused by their pets to any Common Elements of the Condominium.

Smoking

Smoking shall be prohibited in all indoor locations of the condominium, including common areas and dwelling units, as well as all outdoor areas of the premises, including but not limited to courtyards, rooftops, balconies and patios and any other outdoor areas connected to the dwelling units. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property. Smoking shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars or pipes.

Notwithstanding the said prohibition against smoking, the Board may designate (or remove from designation) an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas or individual units.

Mortgage of Units by Unit Owners

A Unit Owner may mortgage the Unit Owner's Unit at any time after the Unit Owner acquires title to the Unit in whatever amount and under whatever terms the Unit Owner can obtain provided the Unit Owner first notifies the Board of Managers. Any Unit Owner may, upon the resale of their Unit, grant a purchase money mortgage to a Purchaser of their Unit. A Unit Owner may mortgage their Unit only if all arrears for Common Charges, if any, are provided for at the Closing of the mortgage.

Common Charges Assessment and Collection

The Board of Managers shall, from time to time, but at least annually, fix and determine the Budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the Budget and supplement to the Budget to every Unit Owner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the General Common Elements, Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium and other Common Expenses including but not limited to the Common Expenses provided in Article VI, Section 3 of the By-Laws, as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the provisions of Section 9 of Article VI of the By-Laws.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen or which exceed the amount Budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over a period of time as it may determine. Unit Owners shall pay their portion of any Special Assessments in accordance with Section 9 of Article VI of the By-Laws.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Unit. In the event any Unit Owner fails to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a late fee" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charges by any Unit Owner, the Board of Managers, at its 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 of Managers 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 the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Unit Owner which remains unpaid as provided in Article IX of the By-Laws from its due date.

No Unit Owner shall be liable for any Common Charges which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit Owner in accordance with the By-Laws and the Declaration. A Purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against the Unit, as well as unpaid Common Charges assessed against the Unit at the time of the purchase.

Notwithstanding any other provision in the Declaration or the By-Laws any Mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the Mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the Mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable. The 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 Sponsor to a Purchaser of a Unit or in which the Sponsor participates with one of the above.

No Unit Owner shall be liable for any Common Charges which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit Owner in accordance with the By-Laws and the Declaration. A Purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against the Unit, as well as unpaid Common Charges assessed against the Unit at the time of the purchase.

Notwithstanding any other provision in the Declaration or the By-Laws any Mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the Mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the Mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable. The estimate of Condominium

expenditures in Schedules A and B were made by the Sponsor and passed upon by Modern Spaces Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for the expenses detailed in Schedule B of the Offering Plan. The Common Charges do not include maintenance, repairs or decoration of interior of the Residential Units or portions thereof, payments required pursuant to the terms of Unit Owners' mortgages or real estate taxes covering the individual Units.

The Common Charges which may 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 which the Unit Owners may desire or other factors can increase these charges. See Schedule C for estimated utility costs applicable to an individual Unit.

As long as the Sponsor retains control of the Board of Managers, the Board of Managers retains the right to delay the commencement of the collection of Common Charges. During any such delay period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments required by lenders. Upon the commencement of the collection of Common Charges, there will be no assessment of Unit Owners for prior expenses of the Budget during the period Sponsor was paying the Common Expenses of the Condominium. Sponsor shall remain obligated to update the Budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Common Charges, it will disclose such fact in the Closing notice to Purchasers and will further disclose such fact in the Post-Closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.Where a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Units will be a Common Charge to all Unit Owners. In order to protect the Unit Owner 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. Once title has passed to a Purchaser, the Purchaser will be responsible for all costs, including all Common Charges, in the event the collection of Common Charges has commenced, and all individual expenses associated with the Unit, as well as any costs associated with the individual Residential Unit's Limited Common Elements that pertain to the Purchaser's Residential Unit.

Liens for the Non-Payment of Common Charges

Under Section 339-z of the Real Property Law of the State of New York, the Board of Managers shall have a lien against each Unit for its unpaid Common Charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after the resale of a Unit

except that the Board of Managers 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 or bring a separate action to collect the unpaid Common Charges and Special Assessments and in doing so shall be entitled to recover all costs incurred including reasonable attorney's fees. The liability of each Unit Owner for the payment of Common Charges and Special Assessments thereafter assessed against the Unit Owner's 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 their 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 the Unit Owner shall be exempt from any Common Charges and Special Assessments thereafter assessed, but not relieved of their obligation to pay the Unit Owner's mortgage. However a Unit Owner may not be exempt from liability for the Unit Owner's Common Charges and Special Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit Owner's Unit.

Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges and Special Assessments assessed against such Unit prior to the acquisition of such Unit by the Purchaser. Notwithstanding any other provision in the Declaration or the By-Laws any Mortgagee of an Institutional Mortgage who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the Mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges the Mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges and Special Assessments.

Insurance

(i) The Board of Managers will be obligated to obtain and maintain, to the extent obtainable:

Items covered:	Coverage amounts:

All risks, Building stipulated value	$5,900,000.00
Loss deductible	$2,500.00
Loss of rents/common charge income	$97,000.00
General liability	$1,000,000.00
General liability aggregate	$2,000,000.00
Director and officer liability	$500,000.00
Boiler and machinery	Included
Umbrella liability	$25,000,000.00
Fiduciary liability	$1,000,000.00

(ii) Proceeds of all policies of physical damage insurance will be payable to the Board of Managers to be applied for the purpose of repairing, restoring or rebuilding the building unless otherwise determined by the Unit Owners as set forth below. No portion of the insurance proceeds shall be applied to the payment of the mortgage indebtedness of any Unit Owner unless 75% of the Unit Owners determine not to repair, restore or rebuild.

In the event there is 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 shall disburse the proceeds or all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of managers may assess all the Residential Unit Owners for such deficit as part of the Common Charges.

If 75% or more of the Units are destroyed or substantially damaged and 75% 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 by sale, together with the net proceeds of insurance policies shall be divided by the Board of Managers among the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit in the order of the priority of such liens.

All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on coinsurance or of pro rate reduction of liability or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled by the insurance carrier or substantially modified without at least ten days, prior

written notice to all of the insured, including all mortgagees of Units. Certificates of insurance 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 at least ten days prior to expiration of the then current policies and each Unit Owner shall receive a certificate of such insurance.

The cost of all such insurance shall be paid by the Board of Managers and shall constitute a common expense.

For details regarding insurance coverage see Footnotes to Schedule B.

Each Unit Owner will be an additional insured on the Condominium insurance policy. Unit Owners shall not be prohibited from carrying other insurance for their own benefit at their own expense (covering items not included or included only to a limited extent in the policy of the Board of Managers), providing that 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 affected or diminished by reason of any Unit Owner's other insurance. Examples of items not included in the policy of the Board of Managers is Additional Living Expense coverage.

Unit Owners are strongly urged to consider the advisability of obtaining insurance to cover items not included in the policy of the Board of Managers.

Purchasers should refer to the Offering Plan and the footnotes to the Budget for a complete description of the insurance applicable to the Condominium.

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR A RESIDENTIAL UNIT OWNER'S PERSONAL EFFECTS OR THE INTERIOR OF THE RESIDENTIAL UNIT. PURCHASER'S ARE ADVISED TO SECURE SUCH COVERAGE WHEN THEY PURCHASE A RESIDENTIAL UNIT IN 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, after forty-eight (48) hours prior notice, except in the case of emergency, 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 the 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 the Rules and Regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The Rules and Regulations set forth in the Declaration and By-Laws can be found in Part II of the Plan in Schedule J, Article VIII of the By-Laws. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the Rules and Regulations established therewith.

The provisions of the By-Laws which require Members of the Residential Unit Owners' representatives to the Board of Managers to be Residential Unit Owners will not apply to the first Board of Managers or any Sponsor designees to the Board of Managers.

Easements

All pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Unit and for the exclusive use of the Unit shall be maintained by such Unit Owner. Any portion of such pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in a Limited Common Element and servicing one or more other Units will be a General Common Element and all repairs and maintenance thereto shall be the responsibility of the Condominium. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Units located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage to any other Unit or any pipe, sewer and/or drainage line, wires, conduits and public utility lines, no matter how designated that causes or is in imminent danger of causing damage to another Unit or the Common Elements. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the health and safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits, and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of

access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

The Sponsor, its successors, assigns, and/or designees and Purchasers of undeveloped or Unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental 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 all of the Property and the Building comprising the Condominium 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 Sponsor, its successors, assigns, and/or designees and Purchasers of undeveloped or Unsold Units, 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 Property and Building comprising the Condominium. The Sponsor, its successors, assigns, and/or designees and Purchasers of undeveloped or Unsold Units, shall have an easement to erect and maintain General sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Sponsor, its successors, assigns and/or designees and Purchasers reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Sponsor.

Each Unit Owner hereby grants a right of access, after forty-eight (48) hours prior notice, except in the case of an emergency, to and through their Unit to Sponsor or its designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change, pursuant to filed plans and specifications and applicable law, being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements and/or the Units.

The Sponsor and the Board of Managers and their respective designees shall have an easement of access to all Residential Units for the purpose of maintenance, repair and replacement of recessed exterior lighting and to install, repair and maintain all pipes, conduits, ducts and other facilities servicing the exterior lighting without the consent of the respective Residential Unit Owner upon reasonable notice to the Residential Unit Owner.

Each Unit Owner grants an easement of ingress and egress in, over and through any hallway that may be part of their Unit to any other Unit Owner, tenant, resident or other persons needing ingress or egress to their respective Unit that may be necessary for said purpose.

The Board of Managers will have and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, re-building, restoration or replacement of the General Common Elements or Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace.

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Any easements granted to Sponsor, the Board of Managers, any Unit or any Unit Owner under the Declaration and the By-Laws may be exercised by such Sponsor's, Board of Managers or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Unit Owner or Board of Managers.

Each Unit Owner will have a right and easement to use its Unit and the Limited Common Elements appurtenant to such Unit or Units, and the General Common Elements, subject to and in accordance with the terms and conditions of the Declaration and By-Laws.

All Unit Owners, residents, guests, tenants and anyone else needing access to a Unit shall have an easement of ingress and egress, in, through and over the Property of the Condominium, including the Common Elements regardless of how classified for access to their Unit.

The Board of Managers will have an easement and unlimited access to any Limited Common Elements for the purpose of making inspections, repairs or rebuilding of the Condominium.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through the Property. This Paragraph may not be amended by the Unit Owners in the Condominium.

Allocation of Common Interest

The Percentage of Common Interest of the Condominium establishes the Unit Owners percentage of ownership in the Common Elements of the Condominium and percentage of liability for the payment of Common Charges subject to the rights under Section 339-m of the Real Property Law of the State of New York. Each Residential Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. Such allocation has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to the provisions of Section 339-i(1)(iv) of the Real Property Law of the State of New York.

The Percentage of Common Interest of a Parking Space Unit shall be added to the Percentage of Common Interest of the Residential Unit of the Residential Unit Owner who owns said Parking Space Unit and the Residential Unit Owner thereof shall pay all Common Charges associated therewith.

The Percentage of Common Interest in the Common Elements shall not be changed except with the consent of all Unit Owners affected expressed in a duly recorded amendment to the Declaration. However, based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Units. In such event, the Percentage Interest of Common Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Unit be increased or decreased as a result of any of the foregoing a material amount.

Repairs. Alterations and Improvements to Common Elements

Except as hereinafter provided, all maintenance, painting, repairs and replacement of the General Common Elements as described in the Declaration of Condominium shall be the

responsibility of the Board of Managers on behalf of the Condominium and contracted for by the Board of Managers on behalf of the Condominium. The cost thereof shall be a Common Expense of the Condominium and paid for by all Unit Owners as provided in Article VI of the By-laws. Notwithstanding, if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

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

All maintenance (including electrical repairs and plumbing stoppages and repairs in the Residential Units, cleaning of interior of windows and painting and decorating of the interior of the Residential Units), repairs and replacements to the Residential Units including doors which open from a Residential Unit for which painting, if required, is performed by the Board of Managers, and repairs to pipes, wires and conduits located in and servicing an individual Residential Unit, other than as set forth above shall be made by the respective Residential Unit Owner at the Residential Unit Owner's expense. This would include but not be limited to all painting and decorating to the interior of the Residential Units, maintenance, repair and replacement of individual appliances, individual heating and cooling systems for the Residential Units and the interior side of all entrance doors.

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

All structural repairs and replacements to any balcony and/or terrace that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense. All general maintenance and repairs of a balcony and/or terrace that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks and the repair or replacement of the surface of the balcony and/or terrace), shall be the responsibility of the Residential Unit Owner whose balcony and/or terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The balconies and terraces are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace except as required for repair or replacement.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit a Residential Unit exclusively shall be the sole responsibility of the Residential Unit Owner for such equipment, services, etc.

All repairs and replacement of windows, and any snow removal from the General Common Elements shall be contracted for by the Board of Managers on behalf of the Condominium and the cost thereof shall be a Common Expense of the Condominium payable by all Unit Owners as provided in Article VI of the By-Laws.

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

All repairs and maintenance to Parking Space Units shall be the responsibility of the Condominium and a Common Expense of the Condominium.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements no matter how classified contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Unit or any other Common

Element no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

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

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

REAL ESTATE TAXES

Prospective Purchasers are advised to review Footnote (vi) of "Schedule A – Purchase Prices of Units and Related Information" for details concerning real estate taxes for the First Year of Condominium Operation. The information contained therein is based on the real estate tax projection opinion letter dated March 4, 2020 prepared by Astro Realty Brokerage, LLC a copy of which is set forth in Part I of the Plan.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as a single entity. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Register's Office. For purposes of Schedule A, the projected real estate taxes for the Units were based on Common Interest Percentages, but there is no assurance that the City of New York tax assessor will allocate real estate taxes among the Units based upon Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the projected selling price presented in the Plan for each Unit bears to the gross sellout price for all Units available for purchase in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. .

The Sponsor anticipates that the Condominium Units will be separate assessments by the tax assessor's office, and the separate assessments should be implemented at the time of the Closings or up to six months thereafter. Purchasers should note that if, as of the date of Closing, the Units are not separately assessed and the Unit owner is required to deposit monies with the Board so that the Board can pay the real estate taxes that in addition to a Unit owners' deposit of funds with the Board, the Unit owner's lender, if any, may also require an escrow for real estate taxes.

The projected real estate taxes are for the first year of projected condominium operations only. The real estate taxes may significantly increase in subsequent years and when construction of the building is complete and the property is fully assessed.

The real estate taxes of the Units for the First Year of Operation and for the first post 100% completion of construction assessment tax year are projected by the Sponsor to be as follows:

At the projected tax rate of 12.473% for a Class Two dwelling, the total amount of taxes for all Units for the first year following completion of construction assessment based upon the projections of Astro Realty Brokerage, LLC, would be approximately as follows:

Tax Year	Assessed Valuation	Rate	Taxes Payable
2020/2021	$652,500.00	12.473%	$81,386.00

Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations,

apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, Tax Counsel or Real Estate Tax Consultant be liable to any Purchaser nor will any Purchaser shave the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that predicted herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future. Please refer to the Section of the Plan entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium" for more details.

If Units have not been separately assessed for real estate tax purposes prior to the Closing of title to the first Unit, Sponsor shall place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first Closing. Alternatively, the Sponsor shall place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to the unsold Units for such six month period and may collect at each Unit Closing the estimated amount of taxes attributable to such Unit for the balance of the six month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from, or obligated to pay any deficit to, the Board of Managers to the extent of the actual assessment. No escrow will be required if the Condominium By-Laws include as part of the Common Expenses, real estate taxes on the property until the Units are separately assessed and after assessment Unit Owners will be reimbursed for any overpayment of taxes or assessed for an underpayment.

The amount of the escrow that the Sponsor Deposits with the Board of managers for unsold Units will be disclosed in the initial post-first Closing amendment to the Plan.

After the Units have been separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes, and real estate tax bills will be issued by the New York City taxing authorities to each Unit Owner. Each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of real estate taxes on any other Units.

Article III., Section 7(a)(16) of the By-Laws grants the Board of Managers the right to act as agent for one (1) or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such event, the Board of Managers could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro-rata share of expenses, disbursements and legal fees, based upon the Unit's Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium, the payment for which would be secured by a lien on each Unit. The Board of Managers is not obligated to perform

such services and it is necessary to obtain the written authorization of the Unit Owners it will perform such service for entitled Powers.

As of the Filing Date of the Plan, there are no tax certiorari proceedings pending for the reduction of real estate taxes with respect to the Property.

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

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion of Sponsor's Counsel, a copy of which opinion is included herein in the Section of the Plan entitled "Opinions of Counsel." Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion of the tax consequences summarized below.

Prospective Purchasers should note that the opinion letter addresses the tax consequences that would result from the ownership of a Unit by an individual resident of New York City for use as a qualified residence, as further described herein. It does not address, among other things, the tax consequences that might result from the ownership of a Unit by a taxpayer who is not an individual and a resident of New York City, including corporations and other entities, and foreign individuals and entities. It also does not address the tax consequences that might result from the ownership of a Unit that is held by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income. Further, the opinion letter does not address the tax consequences that might result from the ownership of a Non- Unit or a Storage License.

TSOROMOKOS & PAPADOPOULPOS, PLLC IS COUNSEL TO SPONSOR AND NOT TO ANY PURCHASER UNDER THE PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF A UNIT.

1. Deductibility of Real Estate Taxes and Mortgage Interest

Each Unit Owner will own legal (fee simple) title to his or her Unit, together with an undivided interest in the Common Elements. Subject to certain restrictions, each Unit Owner may mortgage his or her Unit, and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Additionally, each Unit will be a separate tax lot for purposes of New York City real property taxes and assessments. As a result, each Unit Owner will be individually liable for the real property taxes and assessments levied against his or her Unit.

Generally, it is the opinion of Sponsor's Counsel that each Unit Owner who itemizes deductions for taxable years beginning after 2018 and before 2026 will, under the present income tax laws and regulations, for Federal, New York State and New York City income tax purposes, subject to certain qualifications and limitations discussed below, be entitled to a deduction for:

(a) the state and local real property taxes assessed against his or her Unit and paid by such Unit Owner; provided that such amount, when aggregated with taxpayer's state and local income taxes, other real property taxes, and sales taxes do not exceed $10,000 in the aggregate ($5,000 for a married taxpayer filing a separate return). Purchasers should note, that the $10,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local)

income taxes and real estate taxes exceed the $10,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000.00 threshold; and

(b) "qualified residence interest" paid by such Unit Owner with respect to such Unit.

Qualified residence interest includes interest paid by the Unit Owner on: debt used to acquire, construct or substantially improve any "qualified residence," as defined below, and secured by such residence, provided such debt does not exceed $750,000 in the aggregate ($375,000 in the case of a married individual filing a separate return). Interest on home mortgage indebtedness in excess of this limitation is not deductible.

A "qualified residence" generally means: (i) the "principal residence" of the Unit Owner and (ii) one other residence selected by the Unit Owner, provided that, if such other residence is rented at any time during the taxable year, it will not be a qualified residence unless the taxpayer uses it for personal purposes for a number of days which exceeds the greater of (i) fourteen (14) days or (ii) ten percent (10%) of the number of days during such year for which such unit is rented at a fair value. For taxable years beginning after 2017 and before 2026, a Unit Owner who itemizes deductions and who uses such Unit as a qualified residence will be entitled, under current Federal income tax law, to deduct from his or her gross income, interest paid by him or her on acquisition indebtedness incurred with respect to such Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $750,000 ($375,000 in the case of a married individual filing a separate return) except with respect to indebtedness which was incurred before November 2, 2017. For taxable years beginning after 2025 a taxpayer may treat up to $1,000,000 ($500,000 in the case of a married individual filing a separate return) of indebtedness as acquisition indebtedness regardless of when the indebtedness was incurred.

Prospective Purchasers should note that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances). No deduction for state and local real property taxes is permitted for purposes of the Federal alternative minimum tax and interest deductions may be limited for such purposes. Under New York State and New York City law, itemized deductions, such as real property tax and mortgage interest deductions, are subject to reduction by as much as one hundred percent (100%) in the case of individuals having income exceeding certain prescribed thresholds.

2. Taxation of the Condominium

Under the Plan, the Boards will, from time to time, assess Common Charges against the Unit Owners, in the manner set forth in Article 6 of the Condominium By-Laws, in order to pay the costs and expenses of operating, repairing and maintaining all such Common Elements.

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of section 528(c) of the Internal Revenue Code of 1986, as amended (the "Code") and, therefore, could elect to be exempt from

Federal income tax on amounts received as membership dues, fees, or assessments from owners of condominium housing units ("exempt function income"). In order for the Condominium Board or the Board to qualify to make such an election, Code section 528 and the Treasury Regulations promulgated thereunder require, among other things, that, (i) with respect to the Condominium Board, at least eighty-five percent (85%) of the total square footage of all the Units within the Condominium, and (ii) with respect to the Board, at least eighty-five percent (85%) of the total square footage of all Units within the Section, be used by individuals for residential purposes, and that the Condominium Board or Board, as may be applicable, meet certain gross income and expenditure tests.

It is currently anticipated that more than eighty-five percent (85%) of the total square footage of all the Units in the Condominium will be used by individuals for residential purposes. If such residential use requirement is in fact satisfied, and provided the other requirements of Code section 528 are satisfied, the Condominium Board will be eligible to make this election. For any taxable year for which the Condominium Board is eligible to and does elect to be treated as a homeowners association under Code section 528, it will be subject to (i) U.S. federal income tax equal to thirty percent (30%) of its taxable income, which is defined as its non-exempt function income less allowable deductions (computed with certain modifications) directly connected with the production of such income and (ii) any applicable New York State and New York City income taxes.

The status of a condominium board for Federal, New York State, and New York City income tax purposes is uncertain where (i) the Condominium Board or the Board is not eligible to elect to be treated as a homeowners association under Code section 528 or (ii) the Condominium Board or Board is eligible to elect to be treated as a homeowners association under Code section 528, but does not make such an election. Absent the application of Code section 528, if the Condominium Board or Board are deemed to be merely conduits for the Unit Owners and the Unit Owners, respectively, rather than as separate taxpayers, all income earned by the Condominium Board or the Board, less the expenses incurred in earning such income, could be deemed to constitute income to the Unit Owners and the Unit Owners, respectively, and be taxable to them.

If the Condominium Board or the Board were to be treated as a separate entity, it is unclear whether each Board would be taxable as a corporation or treated as a partnership. If the Condominium Board or the Board is taxable as a corporation, such Board would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium Board or the Board were treated as a partnership, the Unit Owners or Unit Owners, respectively, (but not the Condominium Board or the Board) would be subject to Federal and New York State income tax on the taxable income of the applicable Board. In addition, in that instance the Condominium Board or the Board may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Condominium Board or the Board, the deductions attributable to furnishing services to Unit Owners or Unit Owners may be limited to membership income. Certain amounts expended for the benefit of Unit Owners or Unit Owners, and possibly rebates, if any, to Unit Owners or Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

No representations or warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the deductions mentioned in this Section of the Plan or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which counsel to Sponsor bases its opinion, will not change. In addition, no warranties are given by Sponsor, Sponsor's Counsel, the Condominium Board, the Board, the Selling Agent, the Managing Agent or any other person connected with this offering, with respect to the tax consequences of the Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any such representations or warranties.

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November 27, 2020

23-10 30th Drive Realty LLC
36-08 30th Drive, Fl. 2
Astoria, NY 11102

Re: The Ely Astoria Condominium
23-10 30th Drive, Astoria, New York 11102
RE: INCOME TAX OPINION LETTER

Gentlemen:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State, and New York City income tax purposes, of mortgage interest and state and local real property taxes paid by individual residents of New York City who purchase Units pursuant to the above-referenced Offering Plan (the "Plan"), and (ii) the Federal, New York State and New York City income tax treatment to the Board and the Condominium Board of the assessments payable by Unit Owners to meet common expenses of the Section and the Condominium ("Common Charges").

In connection with rendering this opinion, we have reviewed the Plan (including the exhibits thereto), relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder und such other material as we deemed relevant. The opinions expressed herein are based upon the assumptions that (1) the Plan is accepted for filing by the New York State Department of Law and is consummated in accordance with its terms, (2) condominium ownership of the Units located in the premises known as Ely Astoria Condominium is established under applicable law, and (3) the legal consequences of the Plan are as described therein. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

The Plan provides for the establishment of condominium ownership of the land and building, and appurtenances thereto, comprising the Condominium. The Condominium will be comprised of 25 residential apartments (the "Units"), 16 Storage Units and 16 Parking Units and Common Elements. This opinion addresses certain Federal. New York State, and New York City income tax consequences that would result from the ownership of a Unit by an individual who is a resident of New York City for income tax purposes. It does not address, among other things, ownership of Units by taxpayers who are not individual residents of New York City for income tax purposes, including corporations and other entities, and foreign individuals or foreign entities; the ownership by any individual or entity of a Storage Unit or a Parking Unit; or the occupancy of a rental apartment in the Rental Unit; the tax consequences which may result with respect to any Units held in connection with a trade or business, for investment purposes or for the production of income; or the estate tax consequences of ownership of any Units.

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Deductibility of Mortgage Interest and State and Local Real Property Taxes

Each Unit Owner will own his or her Unit and an undivided interest in certain Common Elements in fee simple and, under New York State Law, each Unit (including its undivided interest in the Common Clements) will be taxed as a separate parcel for New York real property tax purposes. Each Unit Owner may mortgage his or her Unit and become individually liable for the payment of (he principal and any finance charges or interest on such mortgage indebtedness, and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Unit. Under these circumstances, the Internal Revenue Service has ruled that the owner of a residential condominium unit who itemizes deductions in filing his or her Federal income tax returns may deduct interest paid on his or her mortgage indebtedness and the state and local real property taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300. For taxable years beginning after 2018 and before 2026 itemized deductions for real properly taxes are limited to $10,000 ($5,000 for a married taxpayer tiling a separate return) in the aggregate, when combined with state and local income taxes, sales taxes, and other real property taxes.). Purchasers should note, that the $10,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000.00 threshold.

Based on the foregoing, and subject to the limitations expressed herein, it is our opinion that each individual Unit Owner who itemizes deductions will be entitled under current Federal income tax law to deduct from his or her gross income, the New York real property taxes assessed against his or her Unit and paid by the Unit Owner to the local authority, subject to the $ 10,000 limitation discussed above. Further, no deduction for state and local real property taxes is permitted for purposes of the Federal alternative minimum (ax. Unit Owners should consult their tax advisers regarding the effect of the alternative minimum tax.

A taxpayer is entitled to a deduction for Federal income tax purposes for interest paid during the taxable year on "acquisition indebtedness" with respect to a "qualified residence" of the taxpayer. A "qualified residence" generally means: (i) the principal residence of the taxpayer and (ii) one other residence selected by such taxpayer, provided that, if such other residence is rented at any time during the taxable year, it will not be a qualified residence unless the taxpayer uses it for personal purposes for a number of days which exceeds the greater of (i) fourteen (14) days or (ii) ten percent (10%) of the number of days during such year for which such unit is rented at a fair value. "Acquisition indebtedness*1 means any indebtedness which is secured by any qualified residence of the taxpayer and which is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness docs not exceed the amount of the refinanced debt). For taxable years beginning after 2017 and before 2026, the aggregate amount treated as acquisition indebtedness for any period cannot exceed $750,000 ($375,000 in the case of a married

individual filing a separate return). Accordingly, an owner of a Unit who itemizes deductions and who uses such Unit as a qualified residence will be entitled, under current Federal income tax law, to deduct from his or her gross income, interest paid by him or her on acquisition indebtedness incurred with respect to such Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $750,000 ($375,000 in the case of a married individual filing a separate return) For taxable years beginning after 2025 a taxpayer may treat up to $1,000,000 ($500,000 in the case of a married individual filing a separate return) of indebtedness as acquisition indebtedness regardless of when the indebtedness was incurred. Further, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances). The rules and limitations regarding the deductibility of home mortgage interest arc complex, and thus, Purchasers arc urged to consult their tax advisers regarding the application of such rules to them, as well as regarding the deductibility of mortgage interest with respect to their Units for alternative minimum tax purposes (which at present is subject to rules different from (hose described above for regular lax purposes). Unit Owners should consult their tax advisers regarding the effect of the alternative minimum tax.

Each owner of a Unit who uses such Unit as a qualified residence will generally be entitled to the same deduction for mortgage interest and real property taxes paid or accrued with respect to such Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as mortgage interest and real property tax deductions, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels.

Common Charges

Under the Plan, the Board and the Condominium Board will, from time to time, assess Common Charges against the Unit Owners, generally in proportion to their respective percentage interests in the Common Elements in order to pay the costs and expenses of operating, repairing, and maintaining all such Common Elements.

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of section 528(c) of the Code and, therefore, amid elect to be exempt from Federal income taxes on amounts received a* membership dues fees, or assessments from owners of condominium housing units ("exempt function income"). In order for the Board or the Condominium Board to qualify to make such an election. Code section 528 and the Treasury Regulations promulgated thereunder require, among other things, that at least eighty-five percent (85%) of the total square footage of all of the Units within the Section (in the case of the Board), or within the Condominium (in the case of the Condominium Board), be used by individuals for residential purposes and that the respective Board meet certain gross income and expenditure tests.

With respect to the Board, it is currently anticipated that more than eighty-five percent (85%) of the total square footage of all of the Units in the Section will be used by individuals for residential purposes. If such use requirement is in fact satisfied, and provided the other requirements of Code section 528 arc satisfied, the Board will be eligible to make this election. For any taxable year for which the Board is eligible to and docs so elect to be treated as a homeowners association under Code section 528, the Board will be subject to (i) U.S. federal income tax equal to thirty percent (30%) of its taxable income, which is defined as its non-exempt function income less allowable deductions (computed with certain modifications) directly connected with the production of such income, and (ii) any applicable New York State and New York City income taxes.

With respect to the Condominium Board, it is currently anticipated that more than eighty-five percent (85%) of the total square footage of all of the Units in the Condominium will be used by individuals for residential purposes. If such Condominium use requirement is in fact satisfied, and provided the other requirements of Code section 528 are satisfied, the Condominium Board will be eligible to make this election. For any taxable year for which the Condominium Board is eligible to and does so elect to be treated as a homeowners association under Code section 528, the Condominium Board will be subject to (i) U.S. federal income tax equal to thirty percent (30%) of its taxable income, which is defined as its non-exempt function income less allowable deductions (computed with certain modifications) directly connected with the production of such income, and (ii) any applicable New York State and New York City income taxes.

Absent the application of Code section 528, the status of a condominium board for Federal, New York State, and New York City income tax purposes is unclear. If the Board or the Condominium Board do not qualify under section 528 or if the Board or the Condominium Board qualify but fail to elect to be treated as a homeowners association tinder section S28, the present state of the law is uncertain as to the proper reporting and lax treatment of the income of the Board and the Condominium Board derived from Unit Owners ("membership income") and others ("non-membership income") in excess of appropriate deductions and credits. It is possible that the Board and the Condominium Board could be viewed as agents or conduits for the Unit Owners, in which case each Unit Owner would be required to report his or her proportionate share of non-membership and possibly membership income (and the deductions attributable thereto) directly on his or her own lax return.

We express no opinion concerning: (a) any Federal, New York State or New York City tax consequences not explicitly discussed in this opinion, (b) any other aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or (c) the tax status and tax consequences of the Plan, including the ownership of a Unit, under the laws of any stale other than New York, local jurisdiction other than New York City, or foreign jurisdiction. Except as explicitly provided herein, this opinion does not address: (i) the tax consequences of the ownership of Units by taxpayers who are not individual residents of New York City for income tax purposes, including corporations and other entities, and foreign individuals or foreign entities; (ii) the tax consequences of the ownership of a Storage License, the Rental Unit, the Retail Unit, the Garage Unit; (iii) the

occupancy of a rental apartment in 1hc Rental Unit; (iv) the tax consequences which may result with respect to any Units held in connection with a trade or business, for investment purposes or for the production of income; or (v) the estate tax consequences of ownership of any Units. This opinion also does not discuss the tax consequences which may arise if Units or Common Elements are acquired by the Board or the Condominium Board or the issue of whether a Unit Owner may be deemed to be a resident of the United States, New York State, or New York City as a result of the ownership of a Unit. We advise, therefore, that each person contemplating the purchase of a Unit consult his or her own tax adviser concerning all such tax matters, as well as with respect to the matters discussed in this opinion.

It should be noted that this opinion is based solely on the facts and documents referred to above and is not binding on the Internal Revenue Service, the New York State Department of Taxation and Finance, or the New York City Department of Finance. Moreover, the Federal. New York Slate and New York City tax laws and regulations and the rulings and decisions thereunder may change and thereby affect the opinions stated above in whole or in part. We undertake no obligation to update, modify or supplement this opinion in the event of any such change in applicable law, although we have advised Sponsor that it is obligated to do so.

This opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which we base this opinion will not change, possibly with retroactive effect. In no event will we, Sponsor, the Board, the Condominium Board, a Selling Agent, the Managing Agent or any other person connected with the Plan be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, rulings or decisions on which we relied which cause the Unit Owners not to be entitled to the income tax deductions described above or which affect the tax treatment of the Board and the Condominium Board as described herein. We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

TSOROMOKOS & PAPADOPOULOS, PLLC
BY: NICK TSOROMOKOS, ESQ.

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November 27, 2020

New York State Department of Law
28 Liberty Street
New York, New York 10005

RE: The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York 11102 ("Property")

Gentlemen:

You have requested our opinion regarding the allocation of Common Interests to the Units at the Property as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Condominium Offering Plan ("Plan") for the Property.

In connection with the rendering of this opinion we have reviewed the allocation of Common Interests as shown on Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is also based upon the factual determinations made by Modern Spaces set forth in its opinion contained in the Plan as required by NYCRR Section 20.4(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Modern Spaces Accordingly, in the event that facts presented by Modern Spaces were or prove incorrect in no event will Tsoromokos & Papadopoulos, PLLC be liable.

Based upon our review of the foregoing, we have determined that the method selected by Modern Spaces to calculate the percentage of Common Interests is permissible under Real Property Law ("RPL") Section 339-i(l) based upon floor space, subject to the location of such space and the additional factors of relative value to other spaces 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 in accordance with subsection (iv).

This opinion, while based upon existing rules or law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will Sponsor, Tsoromokos & Papadopoulos, PLLC, Managing Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable Law.

45-02 DITMARS BOULEVARD, SUITE 1000 ASTORIA, NEW YORK 11105 WWW.TANDPLAWFIRM.COM

The opinion expressed herein is based solely on New York Law.

Very Truly Yours,

Tsoromokos & Papadopoulos, PLLC

By: Nick Tsoromokos, Esq.

RESERVE FUND

FNMA and FHA have certain guidelines for new construction Condominiums for which they seek evidence of compliance as a condition of approving financing for loans to individual Purchasers that are insured by or assigned to them. To facilitate Purchasers obtaining such financing, beginning on the date the common charges are first collected the amount of $6,724.96 will be imposed to be contributed to a replacement reserve fund to be used for capital repairs and replacements of the General Common Elements such as roofs, sidewalks and the like. This amount constitutes 11.15% of the projected operating expenses for the Budget year. This amount may change based on the results of a reserve fund study conducted by the Condominium, changes in FNMA or FHA guidelines, or Board action.

While the Sponsor is in control of the Board of Managers, the Reserve Fund or Working Capital Fund may not be used to reduce projected Common Charges in the Offering Plan.

Neither the New York State Department of Law nor any other governmental agency has passed upon the adequacy of the Reserve Fund.

Should monies be required by the Condominium for capital expenditures which are not funded by the Reserve Funds available, the Condominium Board could vote to obtain loans for required expenditures as provided by the New York Real Property Law. Real Property Law § 339-jj states:

1. To the extent authorized by the declaration or the By-Laws, the Board of Managers, on behalf of the Unit Owners, may incur debt. In addition, subject to any limitations set forth in the declaration or the By-Laws, the Board of Managers, on behalf of the Unit Owners, may incur debt for any of the purposes enumerated in paragraph (b) of subdivision two of section three hundred thirty-nine-v of this article, provided that (a) such debt is incurred no earlier than the fifth anniversary of the first conveyance of a Unit and (b) the incurrence of such debt shall require the consent of a majority in common interest of the Unit Owners.

2. In connection with a debt incurred by it, the Board of Managers, on behalf of the Unit Owners, may (a) assign the rights in and to receive future income and common charges, (b) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that it holds, (c) agree that, to the extent of any amounts due under any of the provisions of the agreements under which the debt was incurred and subject to the provisions of subdivision two of section three hundred thirty-nine-1 of this article, all common charges received and to be received by it, and the right to receive such funds, shall constitute trust funds for the purpose of paying such debt and the same shall be expended for such purpose before expending any part of the same for any other purpose, and (d) agree that at the lender's direction it will increase common charges to the extent necessary to pay any amount when due under any of the provisions of the agreements under which the debt was incurred. The preceding sentence shall not be construed to authorize the Board of Managers to create a lien on the Common Elements. Any such assignment may provide that, in the event of a default, the lender shall have the

right of the Board of Managers to file liens in the lender's name on Units for unpaid common charges pursuant to sections three hundred thirty-nine-z and three hundred thirty-nine-aa of this article and the right to foreclose such liens pursuant to section three hundred thirty-nine-aa of this article.

3. Nothing in this section shall impair rights under any loan or other agreement existing prior to the effective date of this section or limit any right or power that a Board of Managers would otherwise have.

In the opinion of the Sponsor's Budget expert, Modern Spaces, 34-16 30th Avenue, Astoria, New York 11103, the projected income for the Condominium is adequate to meet the estimated expenses for the First Year of Operation. However, the Budget 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 or operation of the Property by the Board will be as set forth in the Budget. In fact, it is likely that the actual income and expenses for the First Year of Condominium Operation will vary from the amounts shown in the Budget.

WORKING CAPITAL FUND AND APPORTIONMENTS

In addition to the payment of the first month of Common Charges, pro-rated for the remaining number of days in the month from the date of Closing, each Unit Owner will also pay an amount equal to two months' Common Charges then in effect for the Unit pursuant to the Budget in accordance with Schedule A hereto, as the same may be amended from time to time at the Closing of title to his or her Unit for a working capital fund of the Condominium.

The Working Capital Fund will depend on the timing of the Closing of title to individual Condominium Units and any expenditure made by the Condominium Board from such fund. The contribution is not refundable or transferable if Purchaser sells his or her Condominium Unit.

The initial working capital will be used for working capital and to pay for insurance premiums and other items in the Budget which will be payable prior to the time that sufficient monthly Common Charges and assessments have accrued to pay these items. The working capital fund shall be created by each Purchaser, by making a contribution equal to two months' Common Charges then in effect for the Unit pursuant to the Budget in accordance with Schedule A hereto, as the same may be amended from time to time. This fund shall provide initial funds to the Condominium so that the Condominium will have funds to operate.

The Sponsor will be responsible for all of the required operating expenses of the Property prior to the date of the Closing of title to the first Unit pursuant to the Plan. The Condominium shall be required to pay all of the operating expenses of the Property accruing on or after the date of the Closing of title to the first Unit pursuant to the Plan except for instances where the Sponsor decides to delay the collection of common charges.

The following items shall be apportioned between the Sponsor and the Condominium Board and further allocated by the Condominium Board as follows: a) water charges and sewer rents (unless separately assessed to Units) based on the fiscal year therefore, or, if there be water meters on the Property, the Sponsor shall furnish readings to a date not more than thirty (30) days prior to the date of the Closing of title to the first Unit pursuant to the Plan and the unfixed water charges and the unfixed sewer rents, if any, based thereon for the interim shall be apportioned on the basis of such last reading; b) Deposits, fees, charges or payments in connection with all permits, licenses, utilities, service and maintenance agreements which are assigned by the Sponsor to the Condominium; c) the cost of fuel on hand, if any, as estimated by the Sponsor's supplier and any other supplies on hand; d) insurance premiums for transferable policies, if any, which Sponsor transfers to the Condominium; e) employees' wages (vacation and severance pay, pension and welfare benefits) and any other payments or obligations relative to employees, if any; f) charges for electricity for the Common Elements; and g) operating expenses and any other prepaid items (including, without limitation, charges for oil and electricity for the Building, virtual doorman security system, if applicable). In

addition, the Sponsor shall pay all installments for assessments due prior of Closing of title to the first Unit pursuant to the Plan and the Condominium shall pay all such installments due after such date.

If the net Closing adjustments are in favor of the Sponsor, then the amount of such net Closing adjustments shall be paid to the Sponsor in twelve (12) equal monthly installments commencing one month after the date of Closing of the first Unit, in accordance with a promissory note of the Condominium to be delivered to Sponsor on the Closing Date pursuant to the Plan. The note shall mature on the first anniversary of the date of Closing of the first Unit at which time all unpaid principal shall be due and payable. The note shall not provide for interest, except that from and after the maturity, whether by acceleration or otherwise, the note shall bear interest at the lesser of (i) 18% per annum or (ii) the highest rate permitted by law. Default under the terms of the note may result in a legal proceeding being instituted by the Sponsor for collection if the Sponsor does not extend the maturity date of the Note which shall not provide for interest during any such extension. It is noted that net Closing adjustments in favor of Sponsor, if any, generally represent costs for which the Condominium is responsible that have been prepared by Sponsor for a period covering part or all of the first year of Condominium operation, and as such, the amount thereof is reflected in Schedule B – Budget for First Year of Condominium Operation. The Condominium Board shall include in the Common Charges payable by the Unit owners in their respective share of such Note, allocated as set forth above.

Except as expressly provided in this Section of the Plan, Sponsor shall have no obligation to establish or make any contributions to a working capital fund or reserve fund of any kind with respect to the Condominium or the Property.

So long as a majority of the members of the Board and the Sponsor's representatives, the Sponsor's representatives shall not use the Working Capital Fund to reduce or decrease the monthly Common Charges projected in Schedule A, however, the Working Capital Fund may be used for Building improvements.

No representation is made by Sponsor that the Working Capital Fund will be adequate to cover current or future expenses, including repairs or replacements. If additional funds are required over and above the Working Capital Fund for the payment of items not covered by Sponsor's obligations, it may be necessary to increase Common Charges.

Neither the Department of Law nor any other governmental agency has passed on the adequacy of the Working Capital Fund.

The Condominium Board could vote to obtain loans for required expenditures as provided by the New York Real Property Law.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

At or before the First Unit Closing, it is expected that the Managing Agent will receive an annual fee of $10,000 for the First Year of Condominium Operation. The management fee is at the prevailing rate for similar sized condominiums.

The Condominium will enter into a one-year management agreement with FEMC Realty Inc. with offices located at 36-08 30th Avenue, 2nd Floor, Astoria, NY 11103 effective as of the first Unit closing and shall continue in force until one (1) year from such date. FEMC Realty Inc.'s sole principal is a principal of the Sponsor and thus is an affiliate of Sponsor. The annual fee due the Managing Agent under the management agreement is $10,000.00 to be paid in monthly installments of $833.33. The agreement will automatically renew unless the Board of Managers or Managing Agent terminates the management agreement on not less than thirty (30) days prior written notice. Additionally, both parties may mutually agree to terminate the agreement at any time. During the Sponsor Control Period, Sponsor's designated Board of Managers will determine whether or not to renew the contract. The initial management agreement will be assignable by the agent without restriction.

The Managing Agents duties include maintenance, decorations, repairs, cure violations, oversee service and maintenance contracts, purchase supplies, obtain insurance, pay bills, facilitate the Building's sales and leases, arrange moving in and out of units, billing and collections, attend to complaints, maintain accounting records, provide monthly statements, maintain books and records, assist in an annual audit and report, prepare a proposed budget, prepare Board or Unit Owner notices, assist in correcting the assessed valuation of units, and assist in financing. The Managing Agent will be reimbursed for costs and expenses. The Board of Managers will not be personally liable for the agreement. Each Unit Owner's liability under the agreement is limited to their Common Interest. The Managing Agent is an independent contractor and does not have an agency relationship; its employees are to continue and remain its employees.

There are presently no contracts or licenses binding on the Condominium; the Offering Plan will be amended to disclose any.

IDENTITY OF PARTIES

Sponsor.

The Sponsor of the Offering Plan and the Selling Agent is, 23-10 30th Drive Realty LLC.

The Sponsor's address is 36-08 30th Avenue, Fl. 2, Astoria, New York 11103.

The Sponsor is a New York Limited Liability Company organized on March 21, 2018.

The Sponsor is comprised of five members, GVTB REALTY LLC, CVC 23-10 LLC, TA REALTY 23-10 LLC, VEP 23-10 LLC and EASY STREET DEVELOPMENT LLC.

The principals of GVTB Realty LLC are Konstandinos Vorillas and Efthimios Ballis and their business address is 36-08 30th Avenue, Fl. 2, Astoria, NY 11103.

The principal of CVC 23-10 LLC is Chris Vorillas and his business address is 36-08 30th Avenue, Fl. 2, Astoria, NY 11103.

The principal of TA 23-10 Realty LLC is Panagiotis Giallis and his business address is 138 Sussex Drive, Manhasset, NY 11030.

The principal of VEP 23-10 LLC is Athena V. Pappas and her business address is 36-08 30th Avenue, Fl. 2, Astoria, NY 11103.

The principals of Easy Street Development LLC are George Giallis and Anastasia Apodiacos and their business address is 36-08 30th Avenue, Fl. 2, Astoria, NY 11103.

The Sponsor, 23-10 30th Drive Realty LLC has no prior experience as a selling agent of Condominium Units.

Konstandinos Vorillas, managing member of GVTB Realty LLC, manager of the Sponsor, has over 20 years of investment experience with a portfolio of both commercial and residential properties. Mr. Vorillas has been involved in the management and financing of residential and commercial real estate for over 20 years involved in the ownership, management, financing and development of real estate for more than 20 years. Efthimios Ballis, has over 5 years of experience with a portfolio of both commercial and residential properties.

There are no other cooperatives, Condominiums or homeowners associations in New York State filed within the past five years where the Sponsor or a principal of Sponsor or an affiliate of Sponsor is an owner or Principal or the owner of shares or Units therein and where in the aggregate such owner owns more than 10% of the shares or Units.

The term "Principal" as used herein shall mean a "Principal" as presently defined under the regulations of the Department of Law of the State of New York".

There are no other members in the Sponsor entity and only Konstandinos Vorillas and Efthimios Ballis have participated in the Planning or consummation of the Condominium Plan.

Only Konstandinos Vorillas and Efthimios Ballis are principals pursuant to 13 NYCRR §20.1(c)(2)

There have been no prior bankruptcy filings or felony convictions of Sponsor, or any principals of Sponsor or any affiliate of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or any principals or affiliates of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to submission of this Plan.

Attorneys.

Tsoromokos & Papadopoulos, PLLC, 45-02 Ditmars Blvd., Suite 1000, Astoria, New York 11105 represents the Sponsor in connection with all legal matters pertaining to this Offering Plan. Nick Tsoromokos, Esq. is the attorney who prepared this Offering Plan.

Vasiliadis Law P.C.,29-20 23rd Avenue, Suite 401, Astoria, NY 11105 will act as Escrow Agent and will represent the Sponsor in connection with the individual Unit Closings.

Selling Agent.

The Sponsor, 23-10 30th Drive Realty LLC, 36-08 30th Avenue, Astoria, New York 11103 is also the Selling Agent of the Condominium Units. The Sponsor has had no experience as the Selling Agent of any other Condominium project.

Architect.

The design architect for the Building is HCN Architects, 36-03 Ditmars Blvd., Long Island City, New York 11105. The Architect prepared the Floor Plans of Units set forth in Part II of the Plan and the Floor Plans which will be filed with the New York City Real Property Assessment Department required in order to create the Condominium. Architect has been providing architectural services for many years and has been the architect of many similar Buildings. Architect has also examined the physical condition of the Building and has rendered its report and a Certification which is set forth in Part II of the Plan.

Condominium Budget Expert.

Sponsor has engaged Modern Spaces, having an office at 34-16 30th Avenue, Astoria, NY 11103, as Sponsor's Budget Expert. The Budget Expert estimated all amounts of income and expenses in "Schedule B – First Year's Budget for Projected First Year of Condominium Operation" in consultation with Sponsor. The Budget Expert has rendered a Certification as to the adequacy of the First Year's Budget which may be found in Part II of the Plan.

Insurance.

The estimated insurance rates have been proposed by Delta Insurance Agency, Inc., 30-93 31st Street, Astoria, NY 11102. The insurance estimate has been included in this Offering Plan in reliance upon the opinions of said broker and upon its authority as an expert. Sponsor has no knowledge that this estimate is not correct.

Title Company.

Fidelity National Title Insurance Company, 485 Lexington Avenue, 18th Floor, New York, New York 10017, Telephone: 212-471-3760, Fax: 212-481-8747 has reviewed the Offering Plan and the Condominium Documents and has committed to insure that a valid Condominium will be created pursuant to the Condominium Act. The Title Company is prepared to issue fee and/or mortgage title insurance policies to those Purchasers who request them. Purchasers may select any title company that they choose to utilize for the Purchase of Condominium Units without incurring a penalty.

Relationships.

There are no relationships between the Sponsor or its principal and the project architect, Attorneys or any person or firm who will provide services to the Condominium subsequent to the First Closing, the Managing Agent, or the Experts relied upon by Sponsor, Insurance Broker or Title Company. Neither the project architect, Attorneys nor Experts relied upon by Sponsor, Insurance Broker nor does Title Company have any financial interests in the Property, the Units, the Condominium, or this Offering, except for their fees for services rendered.

Managing Agent

The Condominium will be managed by FEMC Realty Inc. with offices located at 36-08 30th Avenue, 2nd Floor, Astoria, NY 11103. FEMC Realty Inc.'s sole principal is Konstantinos Vorillas who is also a principal of the Sponsor and thus is an affiliate of Sponsor. FEMC Realty Inc. has no prior management experience managing other condominiums. Neither the managing agent nor its principal have any prior felony convictions nor does the managing agent or its principal have any prior convictions, injunctions or judgments against them.

REPORTS TO THE 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 accountant or public accountant within approximately four (4) months after the end of each fiscal year of the Condominium. Such statement shall be audited while the Sponsor is in control of the Board of Managers;

(2) At least thirty days prior notice of the annual Unit Owners' meeting; and

(3) A copy of the proposed annual Budget of the Condominium at least thirty 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 20.4(d) of Part 20 of Title 13 NYCRR.

DOCUMENTS ON FILE

Pursuant to Section 352-e of the New York General Business Law, the Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at 425 North Broadway, #301, Astoria, NY 11102for six (6) years from the date of first Closing. In addition, the Sponsor shall deliver to the Condominium Board a copy of all documents filed with the appropriate recording office at the time of the Closing of the first Unit.

The Declaration and the By-Laws will be recorded in the City Register's Office in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be recorded in the Register's Office.

GENERAL

Pending Litigation

There are no lawsuits, administrative proceedings or other proceedings the outcome of which may materially affect the offering, the property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

Prior Offerings

To the Sponsor's knowledge, the property has not been the subject of any prior cooperative or Condominium offerings. There have been no preliminary binding agreements entered into and no money has been collected from prospective Purchasers. No contracts or agreements have been entered into by the Sponsor and no Deposits or advances have been accepted as of the date this Offering Plan was accepted for filing with the Department of Law.

Sponsor has not tested the market pursuant to Cooperative Policy Statement No. 1. No reservations or Deposits for Condominium Units were taken by the Sponsor during any market test period.

Non-Discrimination

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, marital status or other grounds prohibited by law.

Right of Rescission

A Purchaser shall have the right to rescind Purchase Agreements following a substantive or material revision to the Offering Plan that adversely affects the Purchaser. If an amendment materially adversely affects the rights, obligations or liabilities of then existing Purchasers, or substantially and materially reduces the undertaking or obligations of the Sponsor, Purchasers shall have the right to rescind their Purchase Agreements by notice personally delivered or sent by certified mail to the Sponsor not less than (15) days after the date of service of the amendment, and the Sponsor shall refund any payments made by such Purchaser pursuant to his Purchase Agreement with interest earned thereon, if any, within thirty (30) days of receipt of such notice of rescission. However, such rescission, as to Purchasers who are then tenants of the Building, shall be conditioned on the cancellation of any interim or other lease and surrender of possession of their Unit.

The Sponsor anticipates that the first Closing of a Unit will occur by October 1, 2020. Purchasers will be offered a right of rescission if: (1) the actual date of Closing of title to the first Unit; or (2) the projected date of Closing of title to the first Unit occurs later than September 30, 2021, twelve months after the projected date for the first Closing. If

the Plan is amended to provide for a later projected date for the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than 12 months beyond that amended later date. Purchasers will have at least 15 days from presentation of an offer to rescission within which to elect to rescind.

However, if the first Unit Closing occurs before September 30, 2021, the Sponsor may schedule the Closings of title to other Units significantly later than such date. Unless your Purchaser Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of title to your Unit will occur by any date certain.

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

No Circumstances Existing Which May Affect Use or Enjoyment of Property

There are no circumstances presently existing which may affect use or enjoyment of the property and appurtenances, such as reciprocal covenants or easements, impending adjacent high-rise construction, any usage restriction by statute, ordinance or zoning resolution such as specified occupancy percentage by certified artists, or historic district or Landmark designation, unless disclosed elsewhere in the Plan.

No Contracts Entered Into For Sale of Any Unit

No contracts or Agreement have been entered into and no Deposits or advances of funds have been accepted as of the date of this Offering Plan for the purchase of any Condominium Unit.

All Units Are Vacant

All Units are vacant and not occupied by any tenants as of the date of this Offering Plan for any Condominium Unit.

This Plan As Fair Summary

This Plan contains a fair summary of the material provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

No person has been authorized to make any representation which is not contained herein. Information, data or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

The documents and reports contained in Part II of this Plan are an integral part of the Plan and should be considered carefully by prospective Purchasers. Merely reviewing

the summaries of documents set forth in Part I of the Plan is no substitute for a careful review of the actual documents, some of which are set forth in Part II of the Plan and others of which are available for inspection by all prospective Purchasers at the office of the Sponsor. Therefore, prospective Purchasers and their attorneys and other, financial advisors should read the entire Plan, which consists of Part I and Part II, and should review all documents in connection with the Plan.

Inconsistencies

In the event of any inconsistency between the provisions of this Plan and the provisions of the Purchase Agreement, the provisions of the Plan shall govern. Any such documents shall not abrogate any Purchaser or Unit Owner's rights under applicable law and so long as Sponsor owns a Residential Unit in the Condominium, the Plan will be amdended if the Declaration or By-Laws are amended.

SPONSOR'S STATEMENT OF SPECIFICATIONS OF BUILDING CONDITION

Sponsor hereby adopts the "Description of Property and Improvements" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property and Improvements or as contemplated to be made as described therein. As more fully described above, and subject to the matters described therein, Sponsor anticipates that construction of the Building will be sufficiently completed to allow the First Closing to occur as projected in Schedule B.

PART II

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

PROPERTY DESCRIPTION AND SPECIFICATIONS
23-10 30th Drive Long Island City, Queens New York 11102
September 28, 2020

PROPERTY ADDRESS: 23-10 30th Drive Long Island City, NY 11102
ZONING DISTRICT: R6B **ZONING MAP:** 9a
COMMUNITY DISTRICT: Queens Community District 01

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

A. Location and Use of Property
B. Status of Construction
C. Site
D. Utilities
E. Sub-Soil Conditions
F. Landscaping and Enclosures
G. Building Size
H. Structural System
I. Auxiliary Facilities
J. Plumbing and Drainage
K. Heating
L. Gas Supply
M. Air Conditioning
N. Ventilation
O. Electrical System
P. Intercommunication
Q. Public Area Lighting
R. Garages and Parking Area
S. Swimming Pools
T. Tennis Courts
U. Permits and Certificates
V. Violations
W. Unit Information
X. Finish Schedule
Y. Safety and Warning Devices
Z. Additional Information Required
AA. Further Development
BB. Asbestos
CC. Lead Based Paint
Appendix:
Unit Schedule
Unit Measurement

DESCRIPTION AND USE OF PROPERTY AND SPECIFICATIONS:

(A) LOCATION AND USE OF PROPERTY

(1) ADDRESS

23-10 30 Drive, Long Island City, NY 11102

(2) BLOCK AND LOT

Block: 570, Lot :29

(3) ZONING

The lot lies within the Residential Zoning Districts R6B recorded on Map 9a of the New York City Zoning Resolution.
Property will comply with all zoning uses at closing.
Quality Housing Requirements.

(i) Interior recreational area 313 sqft
(ii) Parking spaces = 7

(4) PERMISSABLE USE

Section 22-12 permits Use Group 2-Residential uses as of right.
The project is filed as a New Building, requiring the issuance of a Certificate of Occupancy upon completion of construction. This building follows and has applied applicable Quality Housing Zoning regulations including, Daylight in Corridors, and Density per Corridor. The building is not located within a landmark district nor is it designated with landmark status. City Register File Numbers (CRFNs) 2019000122407 and 2019000122408 to document proof of ownership and verification of zoning lot 29 in Block 570, respectively.
Property will comply with permissible uses at closing.

(B) STATUS OF CONSTRUCTION

A New Building Application has been filed for the sponsor with the Department of Buildings (DOB Job # 421927222) pursuant to the Quality Housing Program by Harriet C. Nikakis, Architect of Record under standard review (application is not filed to be self-certified). The general scope of work shall include construction of a new (5) story and cellar levels containing five (14) dwelling units. Construction Permit shall be obtained by the sponsor for the work proposed on plans approved by the Department of Buildings. Plumbing and electrical contractors shall obtain necessary permits as required by city agencies. Upon completion of construction, a new Certificate of Occupancy will be obtained for this building. The building shall be built as a 14 family, Class "A" multiple dwelling. Commencement Date: August 2019

(1) YEAR BUILT

The estimated date of substantial completion of this building is anticipated to be November 2020.

(2) CLASS OF CONSTRUCTION

Type I-B, non-combustible, 2- hour rated, in accordance with the 2014 NYC Building Code. The entire building is comprised of structural cast-in-place reinforced concrete columns and floor slabs. The front and rear exterior building walls are constructed of non- combustible 6" steel studs, dense glass, vapor barrier, rock wool insulation, fiber cement panels.
A. East exterior wall consists of 2 wall types having a 2-hour fire rating.
(i) Steel studs, dense glass, vapor barrier, rock wool insulation, fiber cement panels.
(ii) Concrete block, insulation, steel studs, and insulation.
B. West exterior wall
(i)Concrete block, insulation, steel studs and EFUS.
Any interior load-bearing partitions are constructed of non-combustible cast-in-place concrete with a minimum fire rating of 2-hours.
(ii) Non-load-bearing partitions separating the dwelling units and stair enclosures are constructed of non-combustible steel studs and gypsum wall board having a 2-hour fire-rating.

(3) Each floor as follows:

1st floor- Common Uses
2nd floor 4 Apartments
3rd floor- 4 Apartments
4th floor- 4 Apartments
5th floor- 2 Apartments

(4) DOB SCHEDULE A:

NYC Buildings

NYC

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

Schedule 'A'

Premises: 23-10 30 DRIVE QUEENS **Job No: 421927222**

BIN: 4006695 Block: 570 Lot: 29 **Doc No: 05** **Job Type: NB - NEWBUILDING**

EXISTING / PROPOSED	FLOORS FRM - TO	NO. PERS	LIVE LOAD	2014/2008 Code?	OCC GRP	UNITS	Comments ZONE USE
EXISTING	CEL -						
PROPOSED	CEL -		OG	Y	S-2		2B
CHANGE					U		
	TELECOM ROOM, COMPACTOR ROOM, ELEVATOR MACHINE ROOM, MECH/ELECTRIC HOT WATER HEATER ROOM, SPRINKLER ROOM, ELECTRIC ROOM, SPRINKLER DRY SYSTEM ROOM,PRIBUILDING STORAGE ROOM AND (7) BICYCLE PARKING AREA-180 S.F.						
EXISTING	OSP -						
PROPOSED	OSP -		OG	Y	U		2B
	(7) OPEN SPACE PARKING						
EXISTING	001 - 001						
PROPOSED	001 - 001	4	40	Y	R-2		2B
	LOBBY AREA						
EXISTING	001 - 001						
PROPOSED	001 - 001	7	40	Y	R-2		2B
CHANGE							
	ACCESSORY RECREATION AREA FOR THE ABOVE DWELLING UNITS ONLY(313 S.F.) OUTDOOR TERRACE(115 S.F.), STORAGE ROOM						
EXISTING	002 - 002						
PROPOSED	002 - 002		40	Y	R-2	4	2A
	4 CLASS A APARTMENTS						
EXISTING	003 - 003						
PROPOSED	003 - 003		40	Y	R-2	4	2A
	4 CLASS A APARTMENTS						
EXISTING	004 - 004						
PROPOSED	004 - 004		40	Y	R-2	4	2A
	4 CLASS A APARTMENTS						

9/28/2020 Schedule 'A'

EXISTING	**005 - 005**						
PROPOSED ADD	**005 - 005**	**1**	**40**	**Y**	**R-2**		**2B**
	COMMON 5TH FLOOR TERRACE(236 S.F.)						
EXISTING	**005 - 005**						
PROPOSED	**005 - 005**		**40**	**Y**	**R-2**	**2**	**2A**
	2 CLASS A APARTMENTS						
EXISTING	**005 -**						
PROPOSED	**005 -**	**7**	**40**	**Y**	**R-2**		**2B**
	5TH FLOOR ROOF TERRACE						
EXISTING	**ROF -**						
PROPOSED ADD	**ROF -**	**2**	**40**	**Y**	**R-2**		**2B**
	PRIVATE ROOF TERRACE(355 S.F.) IN CONJUNCTION WITH PRIVATE 5TH FLOOR TERRACE(457 S.F.) FOR APT 5A						
EXISTING	**ROF -**						
PROPOSED ADD	**ROF -**	**2**	**40**	**Y**	**R-2**		**2B**
	PRIVATE ROOF TERRACE(251 S.F.) IN CONJUNCTION WITH PRIVATE 5TH FLOOR TERRACE(527 S.F.) FOR APT 5D.						
EXISTING	**ROF -**						
PROPOSED ADD	**ROF -**	**1**	**40**	**Y**	**R-2**		**2B**
	COMMON ROOF TERRACE(252 S.F.)						
EXISTING	**ROF -**						
PROPOSED	**ROF -**		**100**	**Y**	**R-2**		**2B**
	BULKHEAD, MECHANICAL ROOM						

C of O Comments:

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

a810-bisweb.nyc.gov/bisweb/JB2ScheduleAServlet?requestid=3&passjobnumber=421927222&passdocnumber=05&allbin=4006695 2/2

(5)DOB APPLICATIONS:

FILE DATE	JOB #	DOC #	JOB TYPE	JOB STATUS	STATUS DATE	LIC #	APPLICANT	IN AUDIT	ZONING APPROVAL
11/14/2019	421927222	06	NB	P APPROVED	09/22/2020	0079477 PE	MCSHANE		GRANTED 05/09/2019
	POST APPROVAL AMENDMENT FOR 04 Work on Floor(s): OSP,CEL,ROF 001 thru 005								
11/14/2019	421927222	05	NB	P APPROVED	09/22/2020		NIKAKIS		GRANTED 05/09/2019
	POST APPROVAL AMENDMENT FOR 01 Work on Floor(s): CEL,ROF,OSP 001 thru 005								
05/06/2019	421742751	01	A2	D A/P ENTIRE	05/06/2019	0079477 PE	MCSHANE		NOT APPLICABLE
	THIS APPLICATION IS FILED FOR INSTALLATION OF MANUAL AUTOMATIC SMOKE/CO Work on Floor(s): CEL,ROF,OSP 001 thru 005								
04/22/2019	421742760	01	A3	R PERMIT-ENTIRE	04/26/2019	0030899 RA	NIKAKIS		NOT APPLICABLE
	THIS APPLICATION IS FILED FOR BPP IN CONJUNCTION WITH NB #421927222. STREE Work on Floor(s): OSP								
12/19/2018	421927222	04	NB	R PERMIT-ENTIRE	08/20/2019	0079477 PE	MCSHANE		GRANTED 05/09/2019
	THIS IS A SUBSEQUENT FILING FOR NB MECHANICAL, PLUMBING AND SPRINKLER WORK Work on Floor(s): OSP,CEL,ROF 001 thru 005								
12/19/2018	421927222	03	NB	R PERMIT-ENTIRE	08/16/2019	0060234 PE	CAMBOURA		GRANTED 05/09/2019
	THIS IS A SUBSEQUENT FILING FOR NB STRUCTURAL WORK TYPE Work on Floor(s): OSP,CEL,ROF 001 thru 005								
12/19/2018	421927222	02	NB	R PERMIT-ENTIRE	08/16/2019	0060234 PE	CAMBOURA		GRANTED 05/09/2019
	THIS IS A SUBSEQUENT FILING FOR S.O.E. - SHEETING, SHORING,EXCAVATION AND Work on Floor(s): OSP,CEL								
12/19/2018	421927222	01	NB	R PERMIT-ENTIRE	01/14/2020	0030899 RA	NIKAKIS		GRANTED 05/09/2019
	THIS APPLICATION IS FILED FOR NEW 14 CLASS "A" APARTMENTS BUILDING. Work on Floor(s): CEL,ROF,OSP 001 thru 005								
05/29/2018	421636297	01	DM	X SIGNED OFF	03/12/2019	0093990 PE	MABROUK		NOT APPLICABLE
	FULL DEMOLITION OF EXISTING HOUSE Work on Floor(s): BAS,001,002,ROF								

(C) SITE

(1) SIZE

The zoning lot is situated on an interior lot Beginning at a point on the South side of 30th Drive distant 50.04 feet East of the corner formed by the intersection of 23rd Street and 30th Drive.

Running Thence South 95 feet; Thence East 50.04 feet; Thence West 50.04 feet to the point of beginning. That said premises are known as and by street address(es) 23-10 30th drive, Queens NY and Block 570 New Tentative Lot 29 on the Tax Map of the City of New York for the Borough of Queens (Queens County) The lot area is approximately 4753.80 sq. ft (109 acres)

(2) NUMBER OF BUILDINGS AND USE

On the site there shall be one (1) building containing five (14) residential dwelling units.

(3) STREETS OWNED OR MAINTAINED BY THE PROJECT

The street fronting the property, 30th Drive, is a 60'-0" wide one-way street. The streets beyond the lot lines are existing New York City sidewalks, curbs, and roadways.

(i) Paving

The existing roadway fronting the property is asphalt paved and is in serviceable condition.

(ii) Curbing

There are existing curbs along 30th Drive in serviceable condition.

(iii) Catch

Catch basins are located along the roadway to drain the storm water run-off, into the existing New York City Sewer System.

(iv) Street Lighting

Street lighting is provided by the City of New York.

Conformity with local jurisdiction having authority

Existing paving, curbs, catches, and lighting conform with the local jurisdictions having authority.

(4) DRIVES, SIDEWALKS AND RAMPS

Driveway is proposed for this site. Driveway to provide access of 7 cars open parking at rear yard.

(i) Paving

The existing concrete sidewalks fronting the property are in serviceable condition however it will be replaced prior to the issuance of Certificate of Occupancy. The sidewalk slopes away from the building providing positive drainage without ponding. The sidewalk shall be free of tripping hazards and shall be ADA compliant. The condominium association will be responsible for maintaining the sidewalk as per NYC DOT's requirements.

(ii) Curbing

The existing curbs fronting the property are in serviceable condition however it will be replaced prior to the issuance of Certificate of Occupancy.

(iii) Catch Basins

There are no catch basins fronting the property.

(iv) Street Lighting

There are no streetlamps fronting the property.

(v) Conformity with local jurisdiction having authority

Existing paving and curbs conform with the local jurisdictions having authority. A BPP is filed and a curb cut application is filed.

(D) UTILITIES

Water is provided by the City of New York and will be collectively metered and billed as a common charge. Electricity is is separately metered and billed directly by Consolidated Edison Company. Sanitary waste and storm water runoff will be carried from the building into the New York City Sewer System.

(E) SUB-SOIL CONDITIONS

No water table was encountered as per test borings, at 8-10 feet sandy clay with moisture use detected. Special consideration and all necessary measures were taken to design a waterproof cellar foundation and slab. The structural

engineer has designed a reinforced concrete slab to withstand any hydrostatic pressure from ground water and a waterproofing admixture was included into the concrete design mix to ensure no water can permeate the concrete. There is no evidence of subterranean insect activity, such as termites, carpenter ants, powder post beetles, etc.
Building has been structurally engineered/sized to support the calculated load.
Building is not on a flood zone as per FEMA maps.

(1) There is no evidence of uneven foundation movement, heaving, or settlement.
(2) There are no hazardous materials or environmental restrictions present on the property.

(F) LANDSCAPING AND ENCLOSURES

There is front yard, within the lot. This will encompass annual plantings with gravel base. The rear yard shall be enclosed with lot lines with parking. An area drain will be located within this area to allow for proper storm drainage.

(1) GRASS COVER- None
(2) PLANTING
Proposed planting at front yard planting area.
(3) TREES
The required street tree will be planted off-site. No tree will be planted along the sidewalk. The condominium association will maintain all paving on the property and the fronting sidewalk.
(4) FENCING
The rear yard perimeter will be fenced with white PVC fencing.
(5) GATES
Gates are not proposed.
(6) GARDEN
Gardens are not proposed.
(7) RETAINING WALLS
There will be no retaining walls.
(8) DISPLAY POOLS AND FOUNTAINS
Display pools and fountains are not proposed

(G) BUILDING SIZE, FLOOR AREA & DWELLING UNITS

There is one (1) building, with a cellar level and five (5) stories. The building shall contain Five (5) residential dwelling units.
The approximate total gross floor area of the building is 12,975.46 sf., which includes residential spaces as follows:

Cellar	= 2,469.69	sq. ft.	Approx. 8'-6" Top of slab to bottom of slab
First Floor	= 1,014.65	sq. ft.	Approx. 9'-2" Top of slab to bottom of slab
Second Floor	=2,676.08	sq. ft.	Approx. 9'-2" Top of slab to bottom of slab
Third Floor	= 2,676.08	sq. ft.	Approx. 9'-2" Top of slab to bottom of slab
Fourth Floor	= 2,676.08	sq. ft.	Approx. 9'-2" Top of slab to bottom of slab
Fifth Floor	= 1,462.88	sq. ft.	Approx. 9"-2" Top of slab to bottom of slab

The total number of residential units are as follows:

First Floor	= None	
Second Floor	= 4 D.U.	1 BR
Third Floor	= 4 D.U.	1 BR
Fourth Floor	= 4 D.U.	1 BR
Fifth Floor	= 2 D.U.	1 BR
TOTAL	***= 14 Dwelling Units***	

Common Spaces:

Outdoor Terrace	First Floor 115 sqft

Recreation Space	First Floor 313 sqft
Open Rear Parking	7 spots
Building Storage Room	Cellar 80 sqft
Bicycle Parking (7 spots)	Cellar 180 sqft
Building Package Closet	First Floor 22 sqft
Trash Room (All)	

(1) TOTAL HEIGHT (APPROXIMATE TOTAL FEET FROM GROUND LEVEL TO TOP OF FINISHED ROOF
The total building height shall be 50'-0" measured from the base plane to the top of the roof.

(2) NUMBER OF SUB-CELLAR AND CELLARS
There is one (1) cellar and zero (0) sub-cellars.

(3) NUMBER OF FLOORS
There are six floors in this building which includes the cellar, first floor, second floor, third floor, fourth floor and fifth floor.

(4) EQUIPMENT ROOMS (LOCATION AND USE)
Located in the building are various mechanical/equipment rooms as follows:

Electric Meter Room	Cellar 125 sqft
Mechanical (HWH)	Cellar 116 sqft
Trash Compactor Room	Cellar 80 sqft
RPZ/Sprinkler Pump Room	Cellar 157 sqft
Elevator Machine Room	Cellar 160 sqft
Water Meter Room	Cellar 61 sqft
Sprinkler dry system room	Cellar 67 sqft
Telecom Room	Cellar 48 sqft
Mechanical (HWH)	Fifth Floor 64 sqft
Elevator- All Floors	

(5)PARAPET (HEIGHT ABOVE ROOF)
A parapet wall will be constructed at the perimeters of the roofs. The height of the parapet wall shall be 42" high above the roof finish.

(H) STRUCTURAL SYSTEMS

The building columns and floors are constructed of reinforced concrete. The building shall be non-combustible exterior walls, Construction Class I-B. The building foundation shall be poured concrete with minimum wall thickness of 12 inches. The exterior walls at the property lines shall be concrete masonry units. The exterior walls facing the street and rear yard shall 6" metal frame and panels. The cellar slab and typical floor construction shall be of poured in place reinforced concrete slabs. The slabs on the typical floor construction will be 8" thick cast in place concrete with rebars top and bottom. The sub-drainage system Specified as Grace Preprufe 300R 46 mil under elevator slab and Preprufe 160R 32 mil at elevator foundation walls, remainder of concrete slab specified as 20 mm thick vapor water proofing membrane. Sump pump will be provided in cellar sprinkler pump room and another at elevator pit, both will be connected to the detention tank. All seems taped and sealed. No additional sub-drainage system provided.

I. Sound insulation between floors has a STC 50-IIC 50 fire rating, sound rating consisting of a 8" concrete slab, sub floor and finished floor.

(1) EXTERIOR OF BUILDING

A. WALLS

Exterior- Front/Rear Wall: Metal frame 16 gauge 6" metal studs 16"o.c., (1) layer 5/8" dense glass, Henry Blueskin vp160, 2" R-10 continuing rock mineral wool, Equitone fiber cement paneling, Equitone rainscreen panel system.
Exterior- side walls: 2" XPS R-10 insulation (blue board), 2-hr fire rated D12 6" concrete block,
R-13 open cell spray foam, furring channels, and gypsum board.
Interior Walls: R-19 open cell spray foam 6" R-19 equivalent

B. Windows

Windows will be manufactured by Pella will be installed throughout. Solar heat .35 gain coefficient v factor .29 solar heat. Black aluminum cladded exterior with wood interior. There is no bond or guarantee offered by the manufacturer. Windows throughout the property (front and rear) shall be new windows, double-glazed, low E, argon gas filled insulated, bronze anodized aluminum. Window shall have stone sills with steel lintels. All exposed steel will be treated with anti-corrosive spray and painted with matte black exterior grade paint. Child safety window guards shall not be installed by the sponsor. Window screens will not be installed by the sponsor. The windows exceed the requirements for the air and light.

NO LOT LINE WINDOWS

Windows are wood cladded, therefore no thermal break

C. Landmark status

Landmark status does not exist on this property

(2) PARAPETS AND COPINGS

There shall be 42" high parapet walls on the roof terrace built in the same manner as the exterior walls and capped with aluminum coping, secured in place (where required)

(3) CHIMNEYS AND CAPS

There are no chimneys on this building. All mechanical systems will be exhausted via metal ducts/flues terminating at the roof, made of Galvanized Sheet Metal 26 Gauge.

(4) BALCONIES AND TERRACES

There shall be a balcony and/or terrace accessible from each apartment for enjoyment.

Roof Terrace to be an accessory common element (CE) and stated on CO

Private Roof Terrace accessory to Apartment 5A and 5D limited common element (LCE) and stated on CO.

(i) 10 apartments with balconies, 2 apartments with private terraces and 2 apartments with Juliet Balconies

Apt 2A: Terrace 20 sqft (LCE)
Apt 2B: Terrace 20 sqft (LCE)
Apt 2C: Juliet Balcony (LCE)
Apt 2D: Juliet Balcony (LCE)
Apt 3A- Balcony 101 sqft (LCE)
Apt 3B- Balcony 101 sqft (LCE)
Apt 3C- Balcony 88 sqft (LCE)
Apt 3D- Balcony 88 sqft (LCE)
Apt 4A- Balcony 101 sqft (LCE)
Apt 4B- Balcony 101 sqft (LCE)
Apt 4C- Balcony 88 sqft (LCE)
Apt 4D- Balcony 88 sqft (LCE)
Apt 5A- Fifth Floor Private lower terrace 457 sqft (LCE) Approx. Dimensions (17.18' x 26.6 ')
Apt 5A- Roof Upper terrace 355 sqft (LCE) Approx. (20.83'x16.42') + (13.5' x 1.0')
Apt 5D- Fifth Floor Private lower terrace 527 sqft (LCE) Approx. (4.59'x39.67') + (26.42' x 12.33') + (1.5'x12.67')
Apt 5D- Roof Upper terrace 251 sqft (LCE) Approx. (21'x11.5') +(13.33'x1.0')
Common Roof- Fifth Floor Lower- 236 sqft (CE) Approx. (12.75'x 18.6')
Common Roof- Upper Roof-252 sqft (CE) Approx. (13.7' x18.39')

(ii) Deck Finish (material)

All balconies shall be finished with non-slip polished concrete, stepped down from the level of its respective apartments and sloped positively away from the building. All terraces shall be finished with concrete pavers, Stone pavers on terraces will be installed over waterproof roofing membrane, will be sloped positively away from the building into an area drain, and will be suitable for daily foot traffic. The roof assembly shall be insulated with 5" thick extruded polystyrene (XPS) rigid foam insulation board on the surface, 40psi for higher compressive strength to receive pedestals and stone paver system. Drainage will be under stone paver system pitched to primary roof drains. Secondary overflow drains will be located near the perimeter of the roof to prevent accumulation of water in the case of primary drain clogging.

Roof Decking- Porcelain Tiles on Pedestal System R-15 Roof insulation

(iii) Balustrade (type, material)

Balustrades are not proposed on this property.

(iv) Railings (material)

All balconies shall have a 42" high railing.

(v) Copings (material) & Flashing

Aluminum coping will cap the 42" high parapet walls on the fourth and fifth terrace and the roof.

(vi) Soffits (material)

The soffits of the balconies covered by another balcony will be finished with ACM panels

(vii) Doors to balconies and terraces (type, material)

The doors to balconies and terraces, manufactured by Pella, shall be sliding glass doors at the 1st, 2nd,3rd, 4th and 5th floor apartments, black anodized aluminum, double-glazed, low E, and argon filled. The door shall have complete perimeter weather seals with sweeps at the bottom. There is no bond or guarantee offered by the manufacturer.

(viii) Side walls (material)

Side walls shall be of masonry construction finished with brick on the balcony side and stucco on the exterior side.

(5) EXTERIOR ENTRANCES

(i) Exterior doors and frames (material, type, lock)

There is one (1) exterior front entrance to the building made of aluminum store front door located at street level. The entrance door shall be framed with full glazing, black anodized aluminum. The door shall be equipped with self-closer and locking device allowing public access to the main entrance hall of lobby as per MDL-50. The door shall have complete perimeter weather seals with sweeps at the bottom. The entrance shall be ADA compliant, free of tripping hazard and free from ponding. The walkway at the front entrance is sloped uniformly away from the building. Thermal Break for storefront not applicable.

(ii) Vestibule doors and frames (material, type, lock)

There is no vestibule separating the exterior door and the common hallway.

(iii) Exterior stairs (material, location)

There are no exterior stairs leading to the entrance of the building.

(iv) Railings (material, location)

There are no railings leading to the entrance of the building.

(v) Mailboxes (type, location)

U.S.P.O. approved type mailboxes will be provided for each unit at a central location in the common entry lobby area at the first-floor level.

(vi) Lighting (type, location)

The entrance shall be well lit with LED high efficiency and comply with MDL-35.

(6) SERVICE ENTRANCES

Service entrances are not required and are not provided for this building.

(7) ROOF AND ROOF STRUCTURES

The sponsor will not provide NDL (No Dollar Limit) manufacturer's warranty, see special risks. There shall be a parapet wall around the perimeter of the roof 42" high constructed in the same manner as the exterior walls which it protrudes from, capped with stone coping as selected by the sponsor. All exterior metals, including fasteners shall be corrosion resistant.

(i)Type of roof for all areas is a torch down roof system

(ii)Material.

The roof shall be waterproofed with Firestone 180 or approved equal torched down rubber roof, loose laid.

(iii)Insulation

The roof assembly shall be insulated with Rigid foam insulation board on the surface, 40psi for higher compressive strength to receive pedestals and stone paver system suitable for daily foot traffic. The total roof assembly shall have an R-15, and R-15 continuous insulation value entirely above deck.

(iv)Surface finish.

The roof terraces shall be finished with non-slip Hanover stone pavers.

(v)Bond or guarantee.

No bond or guarantee other than the one (1) year warranty on all construction material and workmanship will be furnished. Start date May 2020.

(vi)Flashing materials including counter flashing

All flashings shall be aluminum coping with rubber membrane.

(vii)Drains:

The roof is pitched toward area drains to allow storm water to flow towards the drains without ponding. There shall be three (3) 4" cast iron area drains serving the roof terrace connected to existing city storm connection. There shall be two (2) overflow drains installed at 2" above the finish roof terrace surface to allow for overflow. The roof shall be flat, 1/8" slope pitched towards area drains. The area drains shall be adequately sized to accommodate average 10-year rain fall. The bulkhead roof shall have one (1) 4" cast iron drain and a 4" diameter overflow PVC drainage scupper set 2" above the bulkhead roof level.

(viii)Skylights (location, type, material)

There are no skylights proposed for this building.

(ix)Bulkheads:

(x)Stairs.

There is a stair bulkhead on the roof serving. The walls of the bulkhead, having two (2) hour fire rated.

(xi)Elevator.

There is one hydraulic elevator proposed in this building provided.

(xii)Other.

There is no other bulkhead on this building.

(xiii)Rooftop facilities

1. ROOFS:

Lower and Upper rooftop terrace shall be accessible exclusively for the owners of units 5A & 5D Penthouse for recreation. Purchaser cannot obstruct the required 6'-0" Fire Department Access Path

Apt 5A- Fifth Floor Private lower terrace 457 sqft (LCE) Approx. Dimensions (17.18' x 26.6 ') -2 persons occupancy

Apt 5A- Roof Upper terrace 355 sqft (LCE) Approx. (20.83'x16.42') + (13.5' x 1.0') -2 persons occupancy

Apt 5D- Fifth Floor Private lower terrace (LCE) 527 sqft
Approx. (4.59'x39.67') + (26.42' x 12.33') + (1.5'x12.67') -2 persons occupancy

Apt 5D- Roof Upper terrace 251 sqft (LCE) Approx. (21'x11.5') +(13.33'x1.0')- 2 persons occupancy

Common Roof- (CE) Fifth Floor Lower- 236 sqft Approx. (12.75'x 18.6') -1 person occupancy

Common Roof (CE)- Upper Roof-252 sqft Approx. (13.7' x18.39') -1 person occupancy

a. Roof terraces to comply with NYC DOB Bulletin 2018-002, All rooftop/terraces will be allocated to accessory to residential space the same way floors are indicated.
b. Common roof at 5th floor: Metal work at roof levels
c. Exterior Stairs, vertical ladders and railing made of steel
d. Goosenecks made of galvanized sheet metal.
f. Fire escapes are not proposed.
g. The separation between common and private terraces to be through PVC fencing. No easement agreement in place between common roof and LCE Roof.

2. YARD- Parking 7 cars open parking provided in rear yard.
   a. Paving.
      The rear yard shall be finished with concrete.
   b. Drainage (type and material).
      There are two (2) cast iron area drains in the rear yard.
   c. Railings (material).
      All railings are steel, and glass treated with anti-oxidizing agent and painted, exterior grade.
   d. Stairs (material).
   e. Fencing (type and material).

The rear yard perimeter will be fenced with PVC

f. Walls (type and material); PVC

g. Courts- none

(8)INTERIOR STAIRS

a. Interior stair A and Interior stair B both are Concrete Cast in Place, 2 Hour Fire Rating, Concrete walls, Handrails of Steel.

(i) enclosure construction and interior finishes- 2 hr fire rated, cast in place concrete 4000 psi

(ii) stringer material- 2 hr fire rated, cast in place concrete 4000 psi

(iii) riser material- 2 hr fire rated, cast in place concrete 4000 psi

(iv) guard rails- steel piping

(v) no balustrades

(9) INTERIOR DOORS AND FRAMES

(i) Unit entrance and interior doors and frames.

Intercom system shall be provided as per MDL-50 to allow communication and access to the building. Apartment entry doors shall be FPSC 1.5 HR, self-closing with cylinder lock, security lock and BSA approved peephole, and shall have an STC rating of 35. The frame for all unit entrance door will be metal frame. Self-closing hinges are manufactured by "Stanley" or equal and are painted alongside the steel doors. Mortise locks are "Marks" or equal and have a black finish. Doors within the units are wood slab style doors. Jambs and bucks are wood. All doors shall have a painted finish. Hinges shall be black, four inches "Stanley" or equal. Locksets shall be black levers, " Bedroom and closet doors shall have passage hardware and all bathrooms and toilet rooms shall have privacy locks.

(ii) Corridor doors and frames:

Corridor doors shall be fireproof solid core metal doors with a minimum fire rating of one and one-half (1½) hours with metal frames, self-closing. Self-closing hinges are manufactured by "Stanley" or equal and are painted alongside the steel doors.

(iii) Stair hall doors and frames.

Stair hall shall be fireproof solid core metal doors with a minimum fire rating of one and one-half (1½) hours with metal frames, self-closing. Self-closing hinges are manufactured by "Stanley" or equal and are painted alongside the steel doors.

(iv) Roof doors, basement doors and frames.

Roof and cellar doors shall be fireproof solid core metal doors with a minimum fire rating of one and one-half (1½) hours with metal frames, self-closing. Self-closing hinges are manufactured by "Stanley" or equal and are painted alongside the steel doors.10.

(10)ELEVATOR

The building shall contain one cantilevered roped hydraulic passenger elevator, manufactured by Innovative Elevator, located in the residential lobby. The elevator shall comply with the Americans with Disabilities Act. The elevator shall have a one-year manufacturer's warranty for parts and labor from the date of installation. The elevator shall run from the cellar to the 5th. The capacity shall be 3,500 pounds. The elevator shall contain overhead down lighting. The elevator shall include a fire department service option with a safety alarm and central station telephone system.

Make: Canton Elevator

Model: Indirect (roped) hydraulic elevator

(11) ELEVATOR CAB

The elevator cab measures of 7'-0" x 6'-0" and is estimated to carry 6-8 people. The elevator cab floors, walls, and ceiling shall be finished with plastic laminate with aluminum extrusions. The cab shall be illuminated with downlights as per manufacturer's specifications. The elevator machine room shall be located at the cellar level and contain proper ventilation as per NYC building code. The elevator cab finishes shall be stainless steel and plastic laminate.

Call System to central station.

(12) STRUCTURAL SYSTEM BETWEEN FLOORS

The floor assemblies are constructed of solid 8" poured cast concrete in place structural slabs with rebars. NRC tested a similar assembly, without the subfloor and finish hardwood floor, with ceramic tile. IIC 53, STC 60. (report no. B-3463.12, dated 8/27/2007).

(I) AUXILIARY FACILITIES

(1) LAUNDRY ROOM

(i) Location and number of rooms; NONE
Each residential unit is provided with laundry closet. Each unit has a stackable washer/dryer electric ventless.

(2) REFUSE DISPOSAL

(i) Incinerator(s)
There are no incinerators proposed for this property.

(ii) Compactor(s)
The trash compactor is proposed for this property at cellar level.
Manufacturer All CITY METAL, Model # MC3000, Capacity 1200 lbs./hour

(iii) Approvals by authority having jurisdiction
Not applicable

(iv) Initial storage location
Refuse disposal will be the responsibility of each individual unit's occupant. They will collect their own garbage and carry it to a receptacle area identified in a trash compactor room on each floor. Either a superintendent, if hired by the condominium board, or occupants of the building will be required to place refuse from the trash storage room to the outside curb, where it will be collected by the New York City Sanitation Department

(v) Pick-up schedule, and whether public or private provider
DSNY is scheduled to collect refuse on set days from NYC.

(3) BUILDING PACKAGE ROOM- First Floor 22 sqft

(4) STORAGE ROOM-Cellar 80 sqft (CE)
(i) Wall- 8" concrete block
(ii) Door-36" metal door
(iii) key file locking

(5) BICYCLE ROOM- Cellar for 7 bicycle parking
(i) Wall- 8" concrete block
(ii) Door- 36" metal door
(ii) Key locking system

(J) PLUMBING AND DRAINAGE

All supply and waste plumbing for the apartments shall be new including new risers.

(1) WATER SUPPLY

Water will be supplied to the units through 2" domestic water service from 30th Drive, from the New York City Water Distribution System, and 4" fire sprinkler service from 30 Drive. The main shut-off valve for the domestic water supply is located within the "Sprinkler / Water Meter Room" towards the front area of the cellar. Each unit shall be supplied with cold water from minimum three–quarter (¾") inch copper piping. Domestic hot and cold-water piping shall be "L" copper tubing. Water distribution system piping shall be of hard temper "K" copper tube below grade only. Hot and cold-water pipes shall be insulated throughout with 1" glass fiber insulation.

(I) All hot and cold-water piping shall be insulated throughout, see below for Insulation Thickness in Inches for Pipe Sizes:
Horizontal Storm Drains and Drain Bodies- Glass Fiber- 1"
Hot Water and Hot Water Circulation- Glass Fiber 1"
Domestic Cold Water-Glass Fiber 1"
Drains and Drain Bodies Receiving Condensate Glass Fiber 1"
Drain Traps at Handicapped Sinks Glass Fiber 1"
*Piping Exposed to Outdoors and Pipes Subject to Freezing: Piping subject to freezing will be covered with an additional layer of 2" glass fiber insulation of the same finish as specified for the service when not subject to freezing, but not less than 3" total thickness, where applicable.
*For heat-traced piping, insulation will be sized to accommodate electric cable. In addition, it will be covered with an aluminum jacket, as specified

for piping exposed to the weather, where applicable.

(2) FIRE PROTECTION SYSTEM

The main shut off valve for the water is in the cellar, sprinkler/water room. The automatic fire sprinkler system shall be serviced from 4" service entering the building supplied from the New York City Water Distribution System. The automatic fire sprinkler system shall be sized as required by NFPA13R.

(i) Standpipes- Nonapplicable

(ii) Sprinkler heads- concealed pendent wet for all dropped ceiling areas reliable model # RFC49 white covered plate quick response (through-out)

(iii) Sprinkler Heads (dry)- parking in rear VK186 brass finish quick response
The building is fully sprinklered as required by NFPA13R.

(iv) Siamese connection (type, location)
3"x3"x 4" Fire department Siamese connection full mounted is provided on the front façade of the building, approximately 18" above the level of the sidewalk.

(3) WATER STORAGE TANK(S) AND ENCLOSURES

There are no water storage tanks or enclosures on this property.

(4) WATER PRESSURE AND HOW MAINTAINED

The hydrant flow test was performed on November 14t^{h}, 2016 at 11:15 AM. The static pressure taken on an 8 inch main which is fed from two directions on the north side of 30th Drive 1st hydrant east of 23 Street was 66 pounds per square inch when 500 gallons of water per minute were flowing from the north side of 30th Drive 1st hydrant west of Crescent Street.
The Department cannot guarantee that this pressure will be maintained in the future because a change may be needed in conformity with good engineering practices.

(5) SANITARY SEWAGE SYSTEM

There will be new underground piping provided beneath the cellar slab and will connect to a new house trap. Sanitary shall be 6" XHCI connected to combined city sewer system. All sanitary piping from the basement through roof has natural flow. The invert of the city's combined sewer system is above the level of the cellar. Drainage from the plumbing fixtures located at the cellar level is connected to an ejector pump, which will be connected to the sewer discharge. The sanitary waste will be conveyed to the New York City sewer system via schedule 40 PVC sewer pipes located throughout the building, which leads to an extra heavy cast iron house trap. The house trap is in the cellar area towards the front of the building. Beyond the house trap there is extra heavy cast iron pipe conveying the sewage to a 6" sanitary drain. The 6" sanitary drainpipe is then connected to an existing combined sewer located in the roadway beneath 30 Drive. PVC waste piping throughout the building is a combination of 4" riser piping and 2", 3", and 4" cast iron branch piping. Sponsor represents that the waste lines shall be free from any defects or leaks at the time of completion of building. Any required repairs shall be performed by a licensed plumber prior to the first closing.

(i) No Sanitary Sewer Pump

PERMITS REQUIRED

Plumbing and sprinkler permits have been obtained.

(6) STORM DRAINAGE SYSTEM

The storm drainage system will consist of internal schedule 40 PVC drainpipes, exterior area drains, and below grade horizontal drains. All underground storm drainage piping is extra heavy cast iron. The horizontal drain will lead to an existing combined sewer, located in the roadway beneath Richardson Street. The PVC storm drainage piping is 4" material. Area drains in the yards are serviced by 3" or 4" cast iron piping and is further described in the "yards and courts" section of this report. The invert of the city's combined sewer system is above the level of the cellar. Drain from the rear yard shall be gravity drained to a sump pump system, which will be connected to the storm discharge.
Separate house traps will be provided for sanitary and storm drainage and then combined to discharge into the combined city sewer located within 30th Drive. This condition is permitted as per NYC Department of Environmental Protection regulations.
Drainage form roofs to detention tanks in yards
Top Roof- (2) 4" roof drains
Terrace Fifth floor – (3) 4" roof drains

(i) Sump Pump-Make: Barnes Model# W8100, 90% efficiency, 1-year warranty labor & 10-year parts warranty

(ii) Sump Pump-Make: Grundfos, Model #AP-12, 90% efficiency, 1-year warranty labor & 10-year parts warranty

(K) HEATING

(1) HEATING AND DISTRIBUTION OF DOMESTIC HOT WATER

Heating will be distributed throughout each apartment by ductwork connected to Air handler to condenser, one thermostat for the entire unit. The systems shall be sized to provide adequate heating for each residential unit and maintain a minimum sixty-eight degrees Fahrenheit indoor temperature at zero-degree outdoor temperature, as per New York City Building Code. Maintenance and eventual replacement of the mini split shall be the responsibility of the individual unit owners whose equipment requires repair. Sponsor shall also supply electric heaters for the common hallways and front portion of the cellar where the water main enters the building. The Sponsor reserves the right to provide heating by different manufacturers which are equal to or better than noted above. Operation and Maintenance (O&M) manuals shall be provided by the sponsor.

Hot water is supplied by individual domestic hot water heater units located in the HWH room in Cellar. The hot water heaters shall operate at minimum of 85% efficiency.

Hot Water Heater- 38-gallon lowboy A.O. Smith manufacturer, model # E6-40L45DVB, 38-gallon capacity, 6-year warranty

Dual Heating and Air Conditioning System- Daikin VRV Systems- 10-year limited parts and compressor warranty

Apartments 2A,2B,3A,3B,4A,4B: Daikin Ducted Units, Package Unit model #FBQ18PVJU/RZQ18TAVJU, 1.5 tons capacity, SEASONAL 16.70 SEER, 13.0 EER CONSISTING OF OUTDOOR SKYAIR HEAT PUMP RZQ18TAVJU, INDOOR SKYAIR DUCTED UNIT FBQ18PVJU 10 year limited parts and compressor warranty

Apartments 2C,2D,3C,3D,4A,4D,5A,5D: Daikin Ducted Unit, Package unit model # FBQ24PVJU/RZQ24TAVJU 2.0 TON capacity, SEASONAL 16.50 SEER, EER 12.0 10-year limited parts and compressor warranty

COMMON AREAS: (1 unit) ROOTOP UNIT 8 TON, 230V VRV, IVHP MODEL # RXYQ96TATJU, R410A INVERTER, COOLING EER 14, IEER 2730 10-year limited parts and compressor warranty

COMMON AREA 2-5TH FLOORS, RECREATION & LOBBY ON FIRST FLOOR: (11 units) DAIKIN .5TON VISTA, 2X2 CASSETTE UNIT FOR VRV, MODEL #FXZQ05TAVJU Standard limited warrantee 10 years

(2) OUTDOOR ENVIRONMENTAL DESIGN CONDITIONS

Summer Winter, 89°F DB 5°F DB, 73°F WB

(3) RESIDENTIAL ENVIRONMENTAL INDOOR DESIGN CONDITIONS

Summer Winter 75°F 72°F DB 50% Relative Humidity.

(4) GENERAL ENVIRONMENTAL INTERIOR DESIGN CONDITIONS

Summer Winter
Trash Room 70°F DB 60°F DB
Elevator Machine Rooms 85°F DB 60°F DB
Service Corridors Ventilated
Recreation76°F DB 70°F DB
Lobby Areas 72°F DB 70°F DB

(5) VENTILATION RATES

Apartment Outdoor Air Mechanical ventilation not provided.
Outside makeup is via windows and infiltration.
Corridor Supply 1.0 cfm per square foot, conditioned, dehumidified, heated, filtered.
Mechanical and Electrical Back of House Equipment rooms 4 air changes per hour

(6) EXHAUST RATES APARTMENT

Toilet Exhaust 50 cfm per bathroom.
Apartment Kitchen Exhaust 140 cfm per kitchen (where classified as a "super-kitchen") otherwise self-circulating.
Apartment Laundry Exhaust Dryers are to be ventless

(7) LOAD DENSITIES

(Heat Rejections Rate) for Cooling: 1 w/sf (average) over whole apartment

(8) FILTRATION CRITERIA

Apartments: Standard Throwaway Filters in heat pumps
Corridors, Lobbies + Public Spaces: 85% Efficiency

(9) THERMAL ZONING

Individual heat pump units are provided.

(10) ENVELOPE CRITERIA

Glass: (40% - 50% fixed): U=0.29, SHGC=0.32, VT 0.62
Walls Above Grade, no insulation. Below gr: U Value =.338
Fifth Floor terrace over Fourth Floor Apts. R-15
Service Roof R=20
Above criteria stated in the ECCC-NYS ASHRAE 90.1,2013, as per NYCECC 2016

(11)DUCT INSULATION

a. Glass Fiber Blanket or Acoustically lined ductwork equal or better.
(i) Glass fiber blanket insulation will be insulated with 1.0 pcf (12 kg/m3) density, FSK-faced fibrous glass duct wrap insulation having a k-value of .28 Btu.in/ (h.ft2. °F).
(ii) The duct wrap insulation will consist of a blanket-type insulation composed of wool-type glass fibers firmly bonded with a thermosetting resin. Duct wrap material will be factory-laminated to a scrim reinforced, foil-kraft (FSK) vapor retarder facing have a 2" (51 mm) stapling flange on one edge.
(iii) When installed in accordance with recommended installation procedures, duct wrap insulation will provide installed R-values as follows:

DENSITY LABELED THICKNESS INSTALLED R-VALUE
.75# (12 kg/m3) 1-1/2" (38 mm) 4.2
.75# (12 kg/m3) 2" (51 mm) 5.6
.75# (12 kg/m3) 2-1/8" (54 mm) 6.0
.75# (12 kg/m3) 2-1/4" (57 mm) 6.5
.75# (12 kg/m3) 2-1/2" (64 mm) 7.0
.75# (12 kg/m3) 3" (76 mm) 8.5
1.0# (16 kg/m3) 1-1/2" (38 mm) 4.5
1.0# (16 kg/m3) 2" (51 mm) 6.1
1.5# (24 kg/m3) 1-1/2" (38 mm) 4.8
1.5# (24 kg/m3) 2" (51 mm) 6.4

(iv) Application: Service Material Insulation Thickness(inches)
Corridor and residential supply air duct, Cassettes with freon lines wrapped 1" acoustically lined.
Lobby and gym supply air ducts, in hung ceilings used as Return Air Plenums acoustically lined.
Apartment heat pump supply air ductwork Glass Fiber Rigid Board (if not internally lined) 1"
(v) Ventilating systems (which is neither heated nor cooled) supply ducts need not be insulated.

(12). Vibration and Noise Isolation:

a. In general, 1" thick neoprene vibration isolation pads for mounting of air handling units will be provided. Neoprene vibration isolation pads shall be placed in-between structural dunnage steel and the air handling units.
b. Rooftop equipment will be mounted on dunnage
c. Compressors will be isolated from any base rails to avoid any transmission of noise from the compressor.

(13). Items to be Provided to Condominium Management:

a. Operation and maintenance manuals of all installed equipment.
b. All balancing reports associated with HVAC air and water systems.
c. Boilers- None

(L) GAS SUPPLY- NO GAS SUPPLY IN BUILDING

(M) AIR CONDITIONING

Air Conditioning shall be distributed throughout each apartment by ductwork connected /air handler controlled by one thermostat for the entire unit. Each system shall be sized to provide adequate cooling for each residential unit
Describe adequacy to maintain comfortable conditions under anticipated weather conditions, specify internal temperature and based ambient temperature used in calculations.
Heating/Cooling System- See above Heating (k) Daikin VRV Systems
PIPING INSULATION: 2" Pipe insulation
METALS: Stainless steel fasteners are corrosive resistant
ROOFTOP EQUIPMENT: No mech equipment above residences, on dunnage
TYPE OF SYSTEM

Mini Split system is provided for efficiency. Condenser's is located on the roof. Maintenance and eventual replacement of the HVAC equipment shall be the responsibility of the individual unit owners whose equipment required.

(N) VENTILATION

Bathrooms shall be equipped with vertical ducts with a fan terminating to the outside air. The minimum rate of exhaust ventilation shall be fifty (50) cfm for each bathroom. Kitchen recirculating thru carbon filter.

Exhaust equipment shall be New York City MEA or BSA approved. All public cellar areas shall be mechanically ventilated as required by applicable codes.

(i) Noise emission rating for mechanical ventilation dba 0.8

(O) ELECTRICAL SYSTEM

Electrical service to the building is brought in from the terminal point of the Consolidated Edison Co.

Wire Material: Copper

(1) ELECTRICAL SYSYTEM DESIGN:

Design for the installation of the electrical systems will be governed by and meet the requirements of the National Electrical Code with New York City Supplements, NFPA, the Building Code, the Fire Department and all local laws having jurisdiction.

(2) ELECTRICAL INSTALLATION:

a. Con Edison electric service entrance and utility metering.

b. Switchgear switchboards, panelboards and associated electrical equipment for the distribution of power throughout the building. Residential main switchgear rated at 208/120 V, 3 phase, 4 wire, Switch/fuse protection. Switchboard rated at 600 A, 240 V, 3 phase, 4 wire Switch/fuse protection.

c. Light fixtures, lamps, and lighting controls.

d. Power connections to motors, elevators and other mechanical equipment and owner furnished equipment.

e. Wiring devices.

f. Fire detection, alarm, monitoring, and control system.

(3) CONTROL PANELS:

Mechanical rooms will be provided with two control panels, (1)111 A, 208/120 V, 3 phase, 4 wire and (1) 184 A, , 208/120 V, 3 phase, 4 wire circuit breaker protection distribution panel located within the room. The panel will be switch and fuse type, with quantity and ratings of switches as required by the mechanical loads.

(4) ELECTRICAL SYSYTEM DESIGN

a. Vertical feeders will be insulated copper conductors in metal conduits for all loads.

b. All vertical feeders will be installed within vertically oriented and secured electric closet(s) on every floor.

(5) TELECOM AND ELECTRICAL CIRCUITS

Will be separated by at least two feet within the same closet. Cable support will be provided as required

(6) SERVICE TO INDIVIDUAL UNITS

Each unit shall be supplied with a minimum of 200 Amps of electrical service including a new sub panel at the cellar level and a new interior apartment panel. There are fifteen (15) main sub panels in the building, one for each unit and one for the common spaces.

Each apartment will be provided with a 240/120 volt, 1-phase, 3-wire service, 32 K min-interrupting rating via a flush-mounted panels located within the apartment.

The following is the breakdown of the unit and its respective overcurrent rating within the panel of:

Floors 2,3,4 Unit A 93 A
Floors 2,3,4 Unit B 94 A
Floors 2,3,4 Unit C 85 A
Floors 2,3,4 Unit D 84 A
Floor 5- Unit A, 93 A
Floor 5-Unit D, 84 A

a. DISTRIBUTION PANEL

Location to be provided on levels to serve the apartment loads. Electronic submeters will be in the electrical closets and flush mounted within the distribution panels. Each apartment will be provided with a 208/120 volt, 3-phase, 4-wire service via a flush-mounted panels located within the apartment.

b. MAIN SWITCH GEAR

Located in the cellar level.

Power to these meters are taken from electrical panels on the residential floors.

c. APARTMENT PANELS: Each unit is provided with a separate panel with overcurrent protection sized to meet the NEC.

d. ELECTRICAL SYSYTEM

That is provided to meet NEC requirements and apartment requirements.
There are approximately 6 circuits within each apartment.
Branch circuit overcurrent protection have been provided with arc fault protection to meet NEC requirements.

e. LIGHTING & FIXTURES:

_Typical Apartments:
Apartment Foyer/Corridor – recessed halogen down lights and/or wall scone.
Kitchens – indirect light and junction box for future pendants and under cabinet lighting.
Bathrooms – recessed halogen down lights and wet location recessed light at wet areas, decorative incandescent pendant or wall mounted.
Closets: surface mounted incandescent fixtures
Public Areas:
Lobby: Table lamp; LED linear cove; Fluorescent backlit; recessed track light
Cellar: fluorescent mounted fixtures
Recreation room: LED cove light, recessed halogen down light
Corridors: recessed fluorescent
Elevator: LED

f. SWITCHES:

3-way switches to control lighting will be provided in Units.

g. OUTLETS:

(i) To will be provided to meet the NEC for appliance receptacles and 12 ft. on center.
(ii) Outlets located in kitchens, bathrooms, and wet locations will be provided with ground fault interrupter outlets.

(7) SERVICE FROM MAIN SERVICE SWITCHGEAR

208 Volt/3 phase service, 4 wire, 60 Hertz service
Main switchgear is in the cellar level.

(8)COMPARTMENT SWITCH GEAR

Compartment switch gear is not applicable.

(9)UNIT SERVICE

Sub-panel for typical residential units is located behind the entry door within the units. Sub-panels for common area are in the cellar. All proposed electrical work shall be completed before the first condominium sale.

(10)ADEQUACY

a. Service-

Average 30 circuits per apartment to handle modern appliances, specifically air conditioners, dishwashers and electric dryers to units shall be adequate as per NYC Electrical Code and the NFPA 70. The electrical service provided shall be adequate for a full complement of modern appliances.

b. Lighting and fixtures

All lighting and fixtures shall be adequate as per NYC Electrical Code and the NFPA 70 and comply with the NYC Energy Conservation Code.

c. Convenience outlets, appliance outlets

Outlets in bathrooms and kitchenettes shall be AFCI & GFCI. Outside fixtures shall be waterproof type. Power outlets shall be provided in each apartment as per New York City Electrical Code.

d. Provisions for electricity supply outages, such as a generator is not provided.

(P) INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS, SECURITY CLOSED CIRCUIT TV

The intercom system shall be located on the exterior wall and connected to the residential units.
Exterior Intercom: Manufacturer 2-Easy Video Door Entry System, model# DMR18S/ID/RH-IP SURFACE mounted
Interior Apartments: DT17 and DT17S Standard Manufacturers
Security systems (CCTV)- -3 years warrantee
Cameras- HIK Vision , TYPE NIU_NC324_XD

Video Recorder- NVR TYPE NVST_IL 16E 8 TBYTE 4K- Magic Model #16NVR

(Q) PUBLIC AREA LIGHTING

Lighting fixtures are provided in public stairways and hallways. Fixtures can provide illumination of at least ten (10) watts per twenty-five (25) square feet of floor area. Each lighting fixture is provided with one or more lights, of a total of not less than sixty (60) watts. In addition, lighting fixtures are provided at the front entranceways, providing an aggregate illumination of one hundred and fifty (150) watts incandescent illumination or its equivalent. The above requirements follow the New York City Housing Maintenance Code and Multiple Dwelling Laws.

(i) LED surface cylinder- RAB, Model#DLED6R11YN, Electronic Ballast, 11 Watts
(ii) LED exterior sconces- Modern Forms, Model #WS-W68618, Electronic Ballast, 19 Watts
(iii) Bi-Level wall mounted fixtures at stairs, janitors' closet, sec rooms, etc.- Lamar Lighting, Model # VOL-24-A-FA-40-EM, Electronic ballast, 14 watts
(iv) Surface mounted LED- Lamar Lighting, Model#SSLICSL-24-M-PF-40, Electronic ballast, 59 Watts
(v) Storage Room, Mech Room, etc.-Lamar Lighting, Model#DLLR-48-H-RA-40-EM-CRW, Electronic ballast, 53 watts
(vi) Exit sign- Copper Lighting, Model #XLN1-8-S-R, Electronic ballast, 2 watts

(R) GARAGES AND PARKING AREAS

Location of Parking Area at Rear Yard, seven (7) Spaces, location of (1) ADA parking space, Parking spaces dimensions comply with ZR 25-62, surface material concrete, lighting, PVC fencing, (2) area drains connected to detention tanks
Non-Attendant Parking
Open Parking Space- no ventilation required.

(S) SWIMMING POOL- NONE

(T) TENNIS COURTS-NONE

(1) Open Recreation Area at first floor as required to meet Quality Housing- 313 sqft, approx. (16.17 'x 19.33'), Max. Occupancy (7) persons, furnishing consisting of recreation use furniture (chairs, coffee tables, etc.)
Lighting consists of 4 LED Down lights
Heat, Fresh Air and Air Conditioning provided by Daikin Ducted Units, Package Unit model #FBQ18PVJU/RZQ18TAVJU, 1.5 tons capacity, SEASONAL 16.70 SEER, 13.0 EER CONSISTING OF OUTDOOR SKYAIR HEAT PUMP RZQ18TAVJU, INDOOR SKYAIR DUCTED UNIT FBQ18PVJU 10 year limited parts and compressor warranty

No safety padding or equipment proposed

(U) PERMITS AND CERTIFICATES

Any required permits or signoffs are to be obtained by the Sponsor prior to closing. Units will be delivered free and clear from all violations. Required annual testing of Fire alarm, elevator, RPZ.
Recurring (monthly, semi-annually, annually, etc.) inspections to be done after the building is in operation, including under NFPA 80 (fire-doors require annual inspection), RPZ, Elevator Load Test, Fire Alarm, Sprinkler/RPZ Double Check Valve.

(V) VIOLATIONS

Any required permits or signoffs are to be obtained by the Sponsor prior to closing. Units will be delivered free and clear from all violations.

(W) UNIT INFORMATION

There is a total of fourteen (14) residential dwelling units, fourteen which will be available for individual purchase, and a trash storage room. Building utilities, including electricity, water, and sprinkler service, enters the building in the cellar. Electric meters are in the cellar are located at the cellar level within closets provided in the hallway and the water and sprinkler service is in the cellar.

(i) Paint-Walls & Ceiling- Benjamin Moore Paint Finish and Primer
(ii) Paint Finish @ Interior Drywall- Walls & Ceiling
Flat Finish/Vinyl Acrylic Latex
Primer: 1 coat Aura Eco Spec WB Interior Latex Primer (N 372)
First Coat: 1 coat Acura Eco Spec WB Interior Latex Flat (N 373)
Second Coat: Same as First Coat

Eggshell Finish/Vinyl Acrylic Latex

Primer: 1 coat Aura Eco Spec WB Interior Latex Primer (N 372)
First Coat: 1 coat Aura Eco Spec WB Interior Latex Eggshell (N 374)
Second Coat: Same as First Coat

(iii) Paint Finish @ Interior Painted Wood:
Satin Finish/Latex
Primer: 1 coat Moore's Fresh Start 023
First Coat: 1 coat Waterborne Satin Impervo 314
Second Coat: 1 coat Waterborne Satin Impervo 314

Semi-Gloss Finish/Latex
Primer: 1 coat Moore's Fresh Start 023
First Coat: 1 coat Moore's Regal Aqua Glo 333
Second Coat: 1 coat Moore's Regal Aqua Glo 333

(iv) Floors:
Manufacturer-Du Chateau St Moritz, Color: St. Luc 7-9/16" W x 9/16" x 84-5/8" L, tongue & grove engineered wood, underlayment, ¾" sub plywood floor. Under normal residential traffic conditions for 25 years from the date of retail purchase so long as all care and maintenance instructions provided by **DUCHATEAU**.

(v) Bathroom fixtures and equipment.
Stand-up shower: Porcelanosa tiles-custom made
Hand shower: Porcelanosa USA round hand shower I function
Shower head: Porcelanosa USA round shower head 6".
Manual balance: Porcelanosa USA round pressure balance
Toilet: Porcelanosa Arquitect dual flush toilet w/seat and lid
Faucet: Porcelanosa No ken – USA monn. Round lavabo negro
Lavatory: Porcelanosa Kole
Lavatory for undermount: Porcelanosa drawer mb smart

(vi) CABINET SPECIFICATIONS
CABINETS PORCELANOSEA MODEL: N PROJCTS P1.60 & P1.10
BASE UNIT FINISH: ROBLE ORGANICO 0460
WALL UNIT FINISH: BLANCO NUBOL 1198
RANGE HOOD: BLANCO NUBOL 1198
TALL UNIT FINISH: BLANCO NUBOL 1198
HANDLE: LOWERS / TALL: METAL INTEGRATED HANDLE
HANDLE: UPPERS: ELONGATED DOOR
INTERIOR FINISH: BOIRA
TOE KICK FINISH: ALUMINUM 150MM
COUNTERTOP: QUARTZ
BACKSPLASH: QUARTZ

(vii) APPLIANCE SPECIFICATIONS
REFRIGERATOR: BLANCO NUBOL 1198
PULL OUT HOOD: BOSCH 30" TELESCOPIC HUI50351UC
DISHWASHER: BOSCH 24" SHVM63W53N
COOKTOP ON APT. LINES B & C: COOKTOP: BOSCH 24" ELECTRIC NEM5466U
OVEN APTS ON APT. LINE B & C: BOSCH 24" HMC54151UC
COOKTOP ON APT. LINES A & D: COOKTOP: BOSCH 30" ELECTRIC NEM5066U
OVEN APTS ON APT. LINE A & D: BOSCH 30" HMC80152UC
WASHER: BOSCH 24" COMPACT WASHER, 500 SERIES, MODEL #WAT28401UC
DRYER: BOSCH 24" COMPACT DRYER, 500 SERIES, MODEL #WTC86401UC

(X) FINISH SCHEDULE OF SPACES

The fire sprinkler service, ejector pump system, and the sump pump are within the Sprinkler / water meter room in the cellar.

Room / Area	Floor	Walls	Ceiling
Entrance Lobby	Polished concrete	Brick veneer / GWB	Plaster over concrete
Stair / Corridor	Concrete	Brick veneer / Plaster over concrete	Plaster over concrete
Cellar	Unfinished Concrete	GWB	Plaster over concrete
Cellar Storage Unit	Unfinished Concrete	GWB	Plaster over concrete
Elevator Vestibule	Porcelain Tile	GWB	GWB

(Y) SAFETY AND WARNING DEVICES

(i) Smoke and carbon monoxide detectors shall be provided for each residential unit. All detectors shall be hard wired and to be installed as per Local Law 62/81 and R.S. 17 of the New York City Building Code. All detectors shall be approved by the Board of Standards and Appeals. Manufacturer shall be Kidde or equal. Smoke detectors within public areas of the cellar and smoke detectors with elevator recall on each floor shall be connected to the fire alarm system. Sprinkler and fire alarm system will be connected to central monitoring station.

(ii) Fire Alarm: Make-Honeywell, Model # IFP 100, Central Station monitoring by Rapid Response, location on first floor

(Z) ADDITIONAL INFORMATION

See attached plans for additional information, which includes but not limited to the following:

(1) SITE PLAN
(2) AREA MAP (IF THE CONDOMINIUM IS NOT LOACATED IN A HIGHLY URBAN AREA)
(3) FLOOR PLAN OF EACH LINE OR TYPE OF UNIT
(4) FLOOR TO CEILING HEIGHTS OF UNITS
(5) APPOXIMATE TOTAL AREA OF EACH UNIT
(6) MASTER FLOOR PLAN

UNIT SIZES

The approximate square footage of each unit is determined by the exterior measurement of said unit and does not include common elements or limited common elements to which that unit may have immediate access. For purposes of such exterior measurement, the square footages listed in the offering plan include all exterior walls, and interior partitions dividing the unit from common areas, as well as one-half of any walls separating one unit from another. As a result, the floor area of the apartment, as measured between the exposed faces of the walls of the apartment, may be smaller than square footages set in the plans and the schedule B. Square footages for each unit, including limited common areas, can be found in the accompanying drawings and schedules included in the plan.

UNIT INTERIORS

All units are as described herein: Generally, the finished floors of the living, dining, kitchen, and bedroom areas are hardwood finish. Thereafter unit owners may finish with materials of their own choice and at their own cost. Hardwood flooring throughout is various size 5"-7" wide plank white oak. Finish is one coat sealer and two coats satin polyurethane. The walls are gypsum wallboard and plaster that are primed and painted, and brick veneer. Ceilings will be either gypsum wallboard and plaster that are primed and painted or polished concrete. Thereafter the unit owners may decorate by finishing with wallpaper, paneling, mirrors, etc. of their own choice and at their own cost. Closets have the same interior finishes as above and are outfitted with a single chrome hanging bar and fixed shelf Finishes on walls and ceilings in stairwells are painted sheetrock and plaster or polished concrete. Full bathrooms are equipped with a washbasin, medicine cabinet, water closet and a combination bathtub/shower or a shower. Full bathrooms, with bathtubs, have tile floors and tile around the bathtub extending 7' above the finished floor. Toilet/Powder rooms shall have ceramic tile floors. All other bathroom partitions, not specified, have a tile base and the upper portions are of moisture resistant gypsum wallboard, primed and painted. Bathroom ceilings are also moisture resistant, gypsum wallboards primed and painted. All ceiling

lighting will be recessed lighting NORA lighting with NS-41 trim. Each lighting fixture can provide at least 40 watts of incandescent illumination.

COMMON AREAS

There is an entrance vestibule and foyer on the first floor which will be polished concrete flooring, plaster finishes on walls and plaster finishes on ceiling. Common hall and stair areas have plaster finishes on walls and ceilings. Walls and ceilings shall initially be painted by the sponsor. Subsequent painting over the years shall be the responsibility of the condominium association. Meter rooms, storage rooms, and other spaces in cellar have exposed concrete floors, a combination of exposed masonry and gypsum board walls with a combination of gypsum board, and plaster. Doors at the cellar level are hollow metal doors with metal bucks. Ceilings have a painted finish.

Outdoor Terrace	First Floor
Recreation Space	First Floor
Open Rear Parking	7 spots
Building Storage Room	Cellar
Bicycle Parking (7 spots)	Cellar
Building Package Closet	First Floor
Trash Room (All)	

RATED PARTITIONS BETWEEN UNITS

Demising walls between units shall be constructed with metal studs covered with two layers on both sides of 5/8" type "x" gypsum board two hours rating and sound proofing STC rating of 50 to 54. Electric Ranges, all gypsum boards used for this building does not contain sulfide and is not corrosive to copper plumbing and electrical wiring and is not conductive to Sick Building Syndrome.

RECREATIONAL FACILITIES:

Quality housing Program
There are no violations on record currently.
No Furnishings or equipment provided for outdoor recreation space.
No Furnishings or equipment provided for indoor recreation space.

(AA) FURTHER DEVELOPMENT

The sponsor shall not construct any additional units or phases after completion of the structure, as per DOB approved plans. All balconies and terraces shall not be enclosed and remain open as per approved plans.

(BB) ASBESTOS

This statement is to disclose that there will be no asbestos made products; there will be none in the insulation or fireproofing material anywhere, partially or in whole, specified under this new building construction of this condominium, as per approved plans.

(CC) LEAD-BASED PAINT

This statement is to disclose that there will be no lead-based paint; there will be none partially or in whole, specified under this new building construction of this condominium, as per approved plans.

ENERGY CONSERVATION CONSTRUCTION CODE

To the best of my knowledge, belief and professional judgment, these plans and specifications follow the Energy Conservation Construction Code of New York State, using chapter five (5).

DOCUMENTS TO BE TRANSFERRED TO CONDOMINIUM MANAGEMENT

The following documents shall be transmitted to the Condominium Board of Managers upon Sponsor's Transfer of Control

- Final as-built drawings, e.g. structural mechanical electrical, plumbing, approved shop drawing.
- Operation and maintenance (O&M) manuals for mechanical equipment.

- Electronic system manual.
- Re-commissioning manual (as applicable).
- Equipment warranties.
- Roof warranty.
- Major equipment start-up sheets.
- Control system as built.
- Original test & balance report for HVAC system.
- Post-construction in-door air quality report

GENERAL INFORMATION

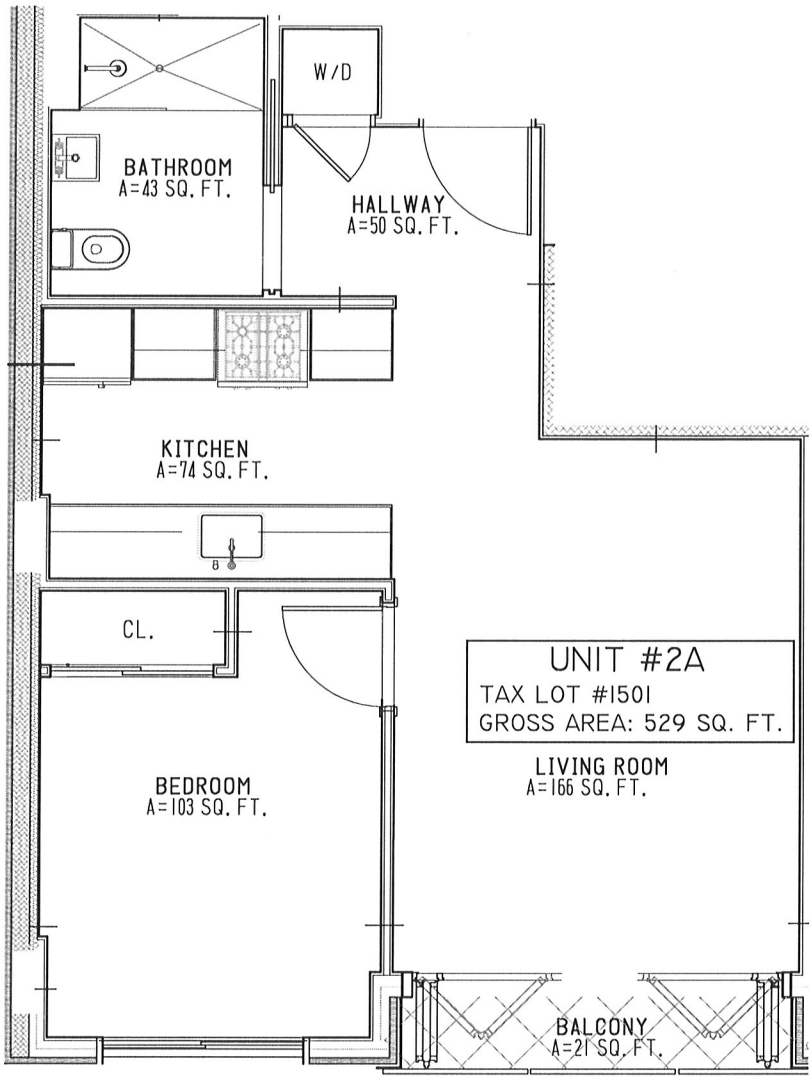
The architect of record is retained for the controlled inspections on the project. Under current "Approved Plans" smoke and carbon monoxide detectors are provided in all apartment units. All plans and applications will be approved under New Building Application with the City of New York Department of Buildings.

The building and site will be constructed in accordance with the New York City Building Code, the New York City Zoning Resolution, and all other applicable authority and in accordance with plans and applications on file with the Department of Buildings of the City of New York. With reference to the preparation of plans, the sponsor has retained the services of an Architect who prepared same. The sponsor represents to the best of its knowledge that the plans accurately describe the building units, common elements, and completion of construction. As of the date of the first closing, the sponsor represents that it will have the Final Certificate of Occupancy for the building contained therein, and deliver title without violations or liens on the premises and in accordance with the sponsor's undertakings elsewhere as set forth in this offering. It should be noted that no mechanical tests or removal of wall, ceilings or other structural elements were made in connection with this report. Based upon observations made in areas open to inspections, this report contains as accurate a description of the structure as possible. Applications are on file at the New York City Department of Buildings.
Submitted By:

Harriet C. Nikakis, RA AIA
HCN Design & Consulting Inc.



FLOOR PLANS



2nd FL - UNIT #2A - 1 Bedroom

SCALE 3/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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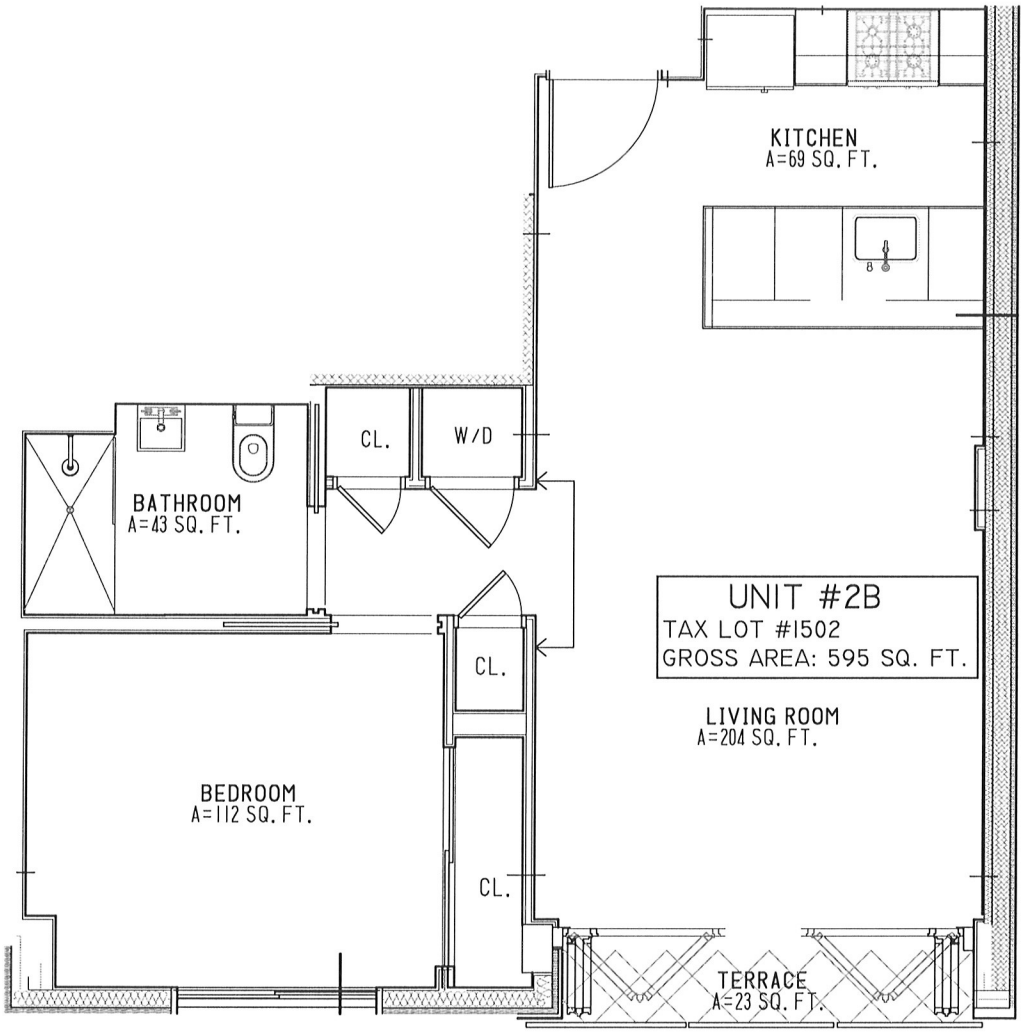
SEAL:

REGISTERED ARCHITECT HARRIET CALOS NIKAKIS 049099 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DR
ASTORIA - NY

DATE:	1/10/20
DRAWING BY:	C.D.
CHK BY:	H.NIKAKIS
DGW No.:	C-001-00
FILENAME:	30th dr_condo offering plan.dwg



2nd FL - UNIT #2B - 1 bedroom

SCALE 3/16" = 1'-0"

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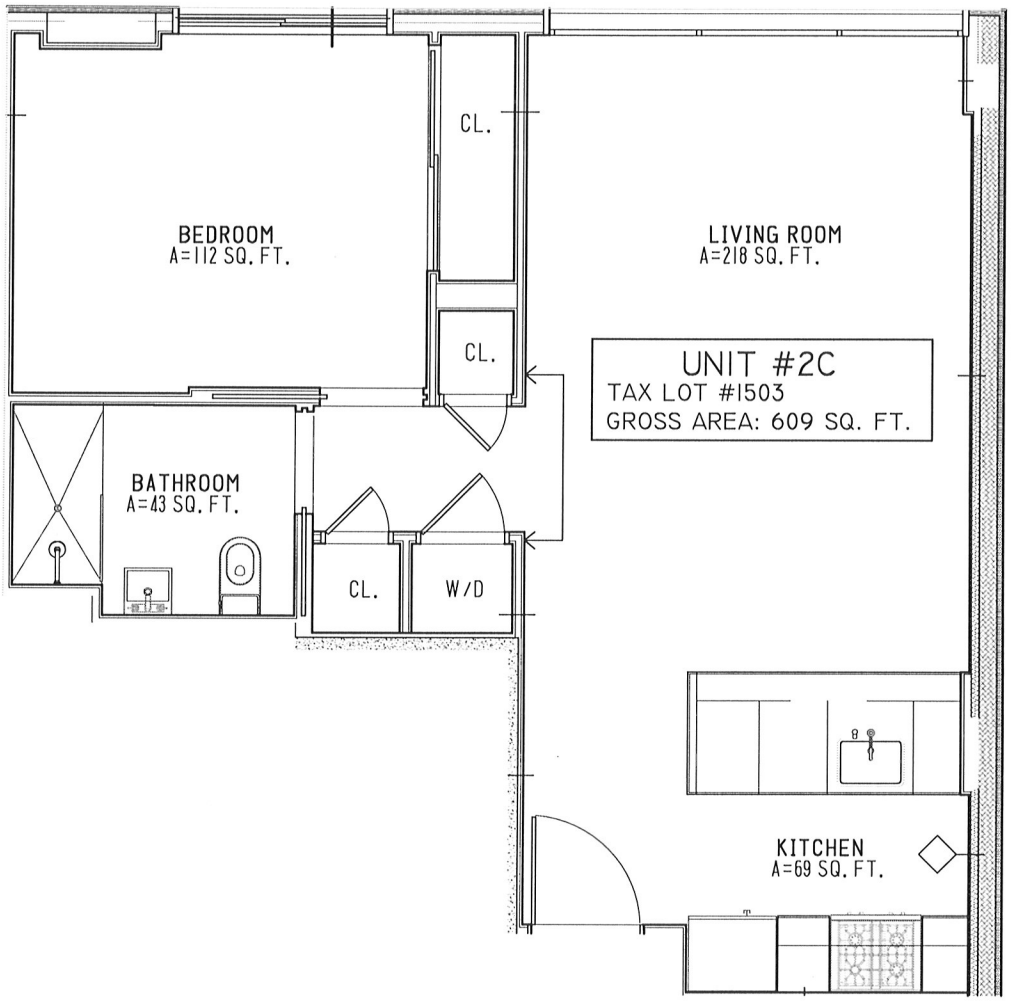
SEAL:

REGISTERED ARCHITECT HARRIET C. NIKAKIS 09/09/09 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-002-00
FILENAME: 30th dr_condo offering plan.dwg



2nd FL - UNIT #2C - 1 bedroom

SCALE 3/16" = 1'-0"

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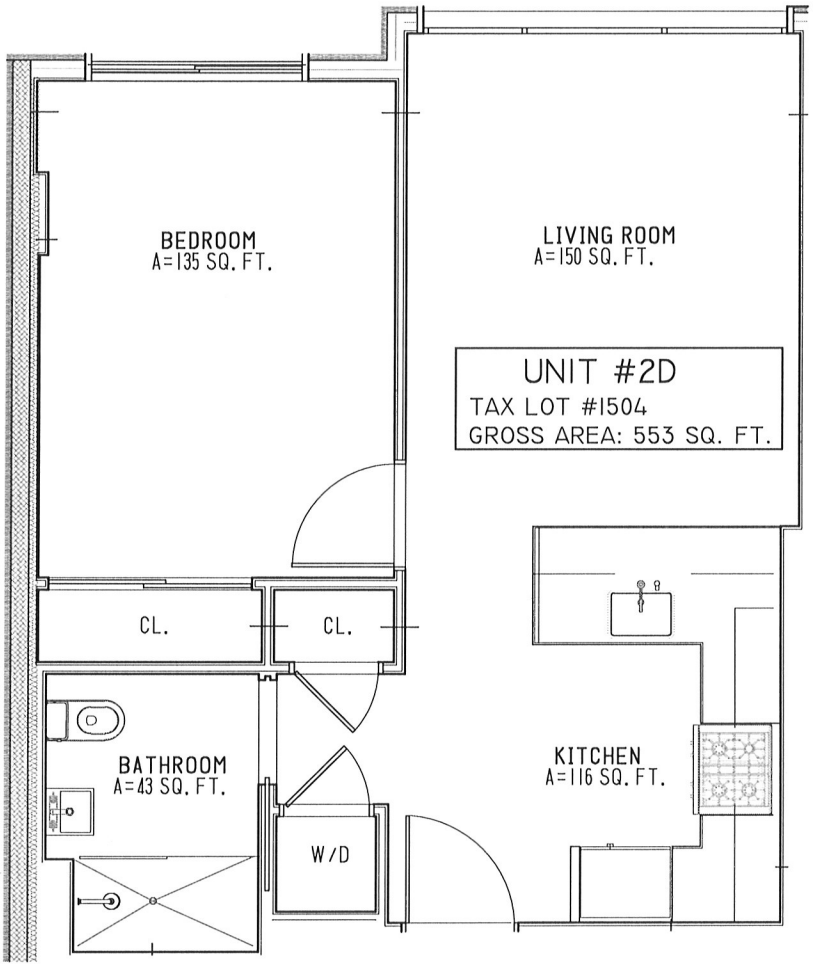
SEAL:

REGISTERED ARCHITECT HARRIET CALOS NIKAKIS 030839 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-003-00
FILENAME: 30th dr_condo offering plan.dwg



2nd FL - UNIT #2D - 1 bedroom

SCALE 3/16" = 1'-0"

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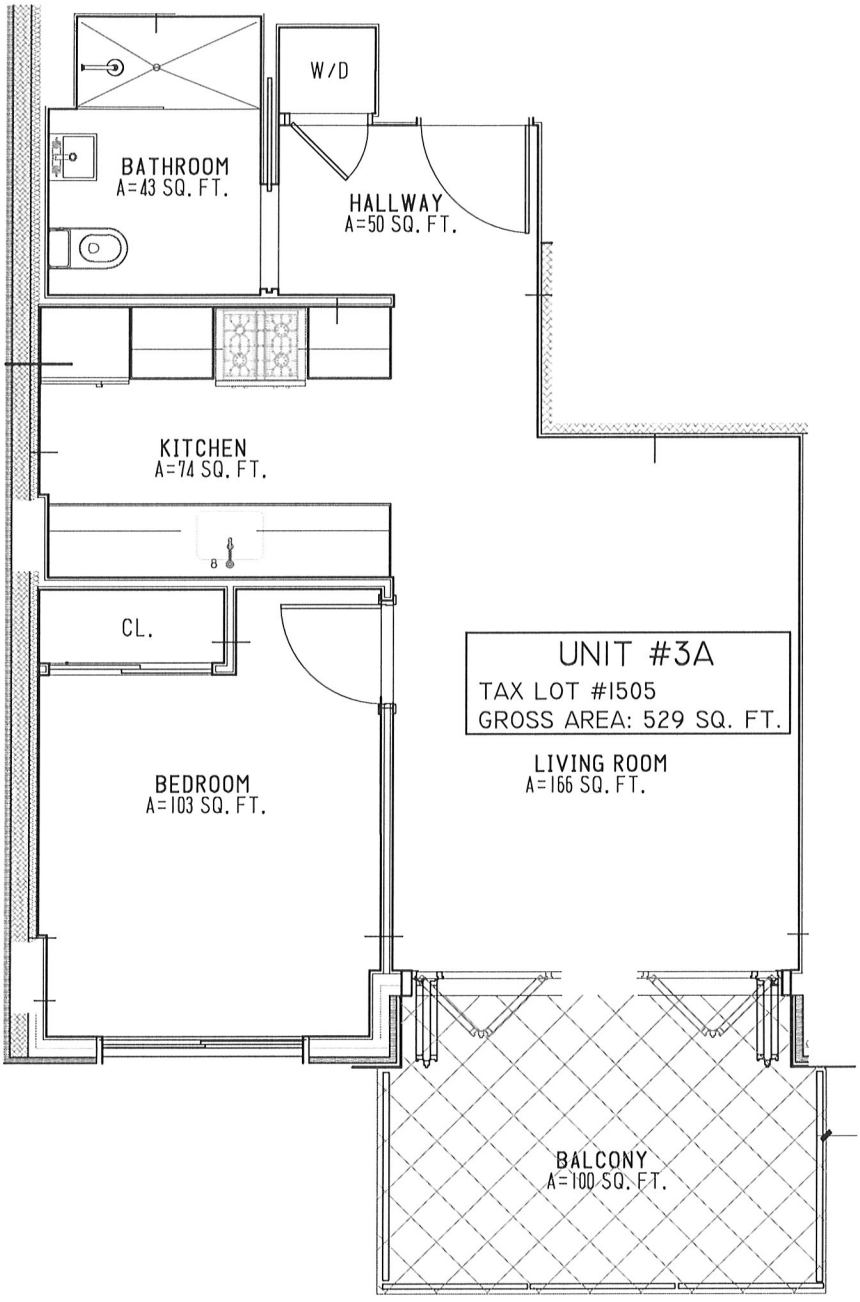
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REGISTERED ARCHITECT HARRIET CALOS NIKAKIS 030939 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-004-00
FILENAME: 30th dr_condo offering plan.dwg



3rd FL - UNIT #3A - 1 bedroom

SCALE 3/16" = 1'-0"

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PROJECT TITLE:

OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20

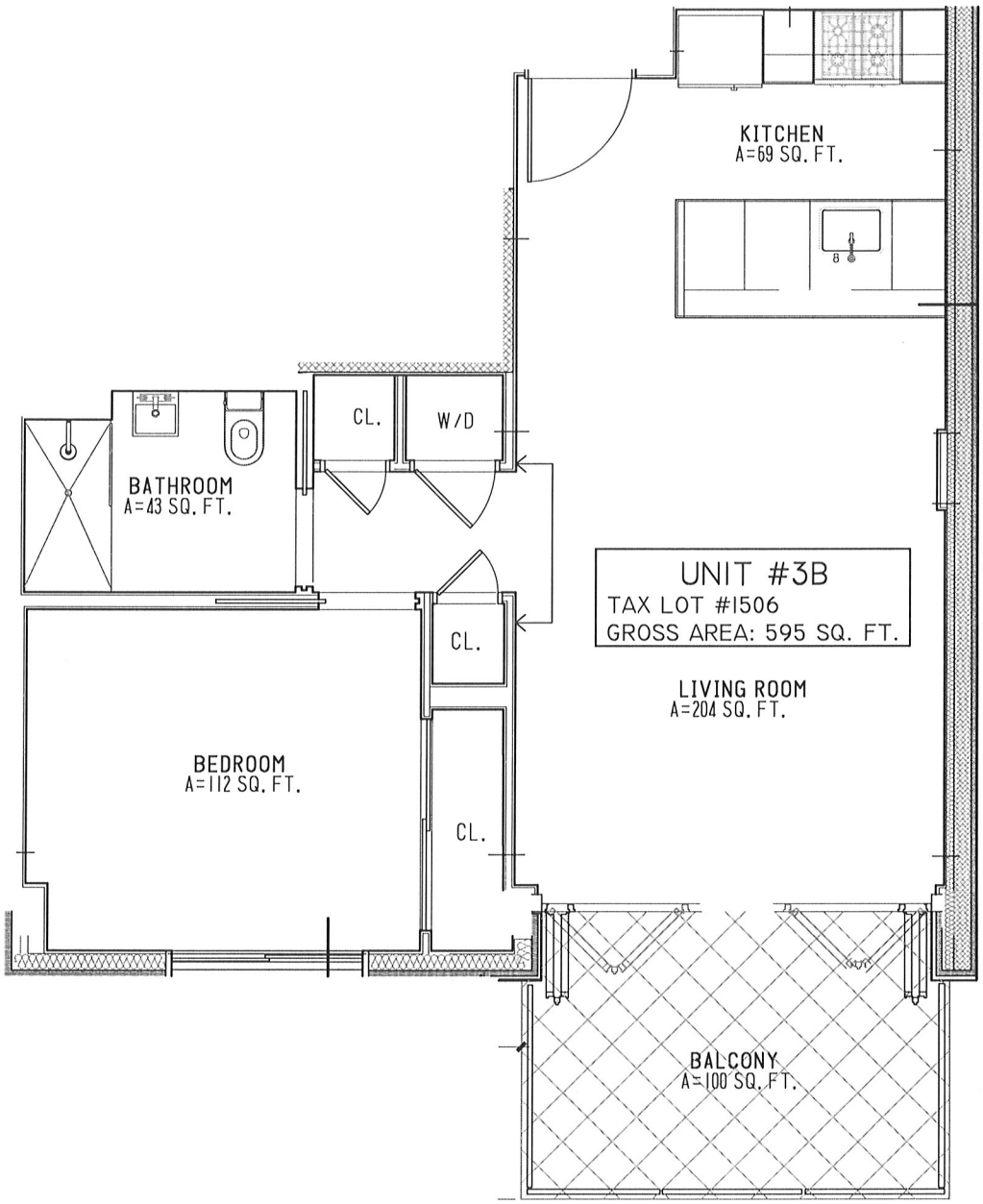
DRAWING BY: C.D.

CHK BY: H.NIKAKIS

DGW No.:

C-005-00

FILENAME: 30th dr_condo offering plan.dwg



3rd FL - UNIT #3B - 1 bedroom

SCALE 3/16" = 1'-0"

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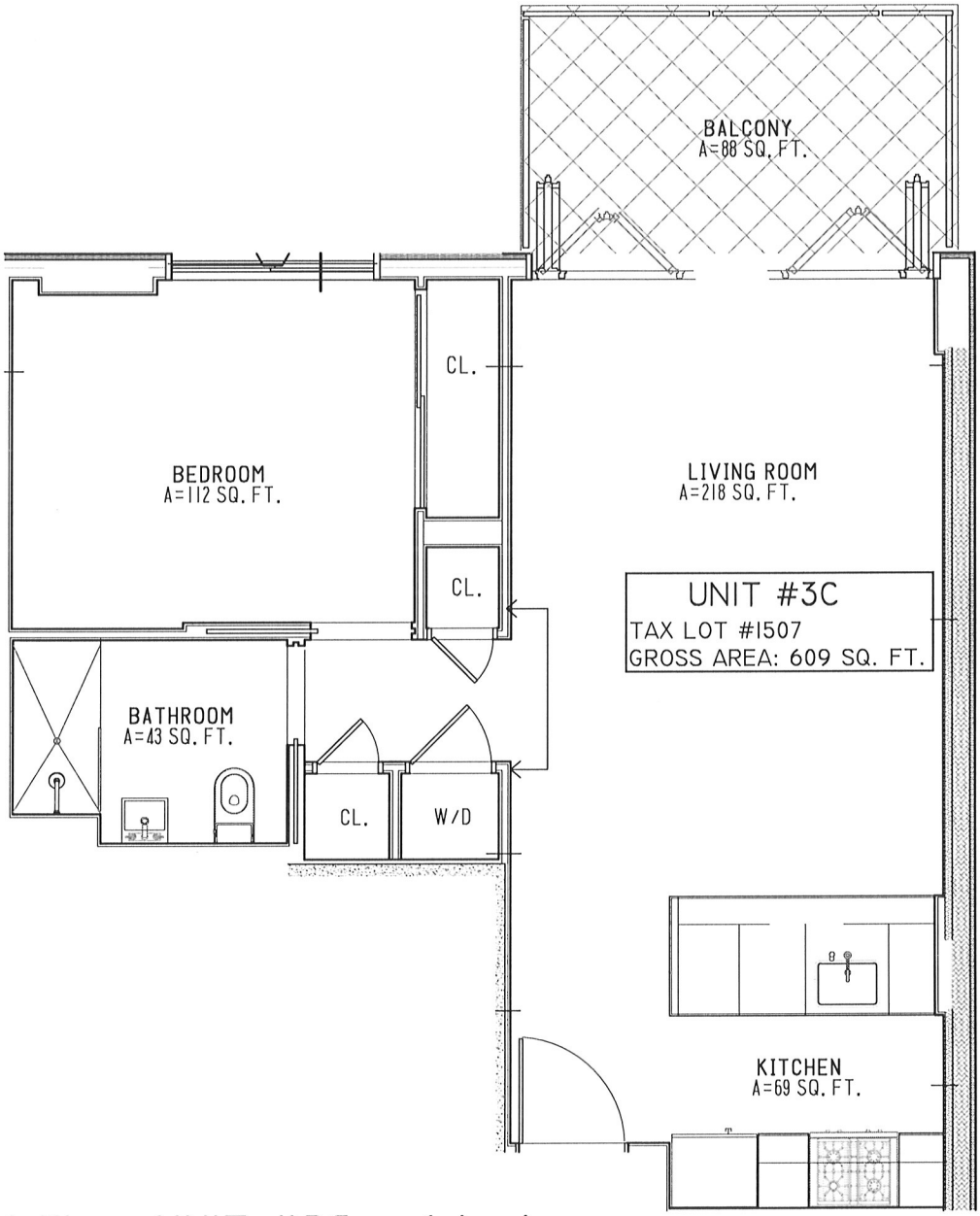
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REGISTERED ARCHITECT HARRIET CALOS NIKAKIS 030959 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DR
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.:
C-006-00
FILENAME: 30th dr_condo offering plan.dwg



3rd FL - UNIT #3C - 1 bedroom

SCALE 3/16" = 1'-0"

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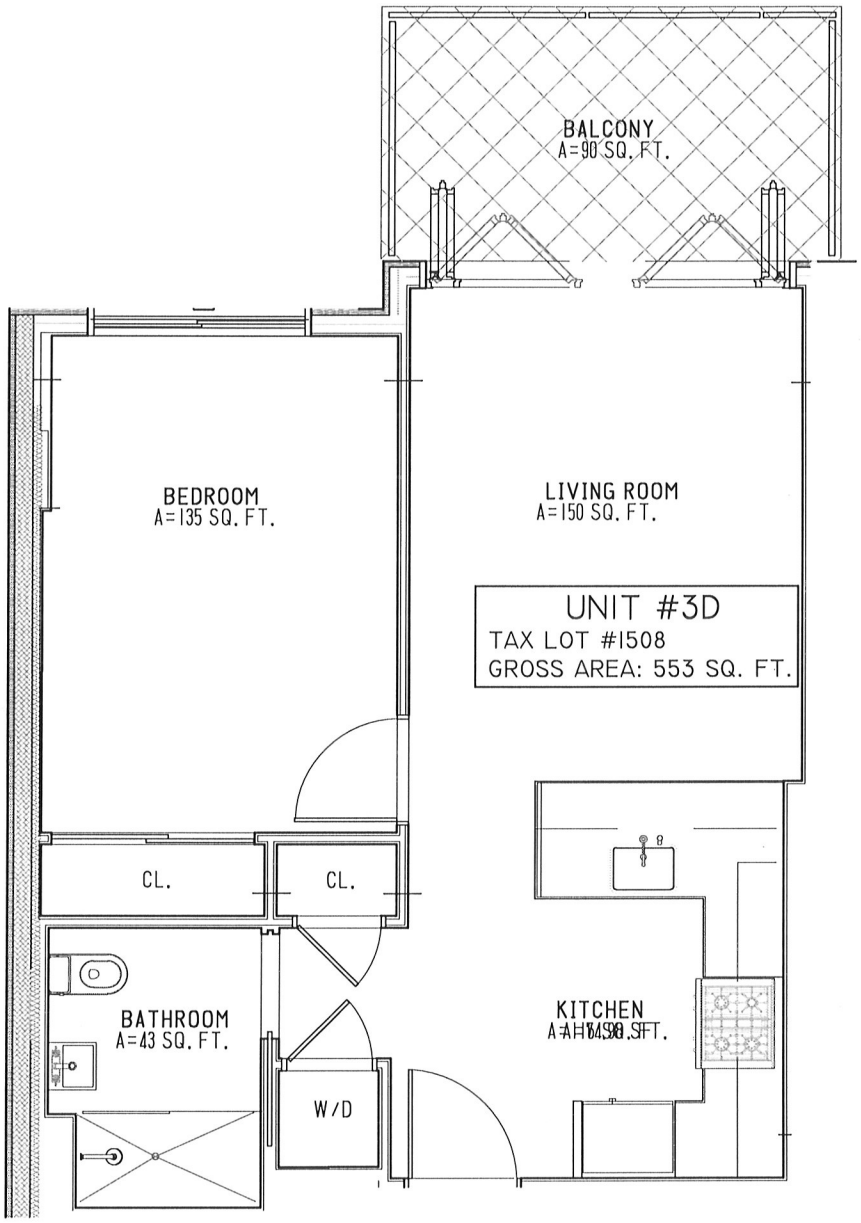
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REGISTERED ARCHITECT HARRIET CALOS NIKAKIS 030936 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-007-00
FILENAME: 30th dr_condo offering plan.dwg



3rd FL - UNIT #3D - 1 bedroom

SCALE 3/16" = 1'-0"

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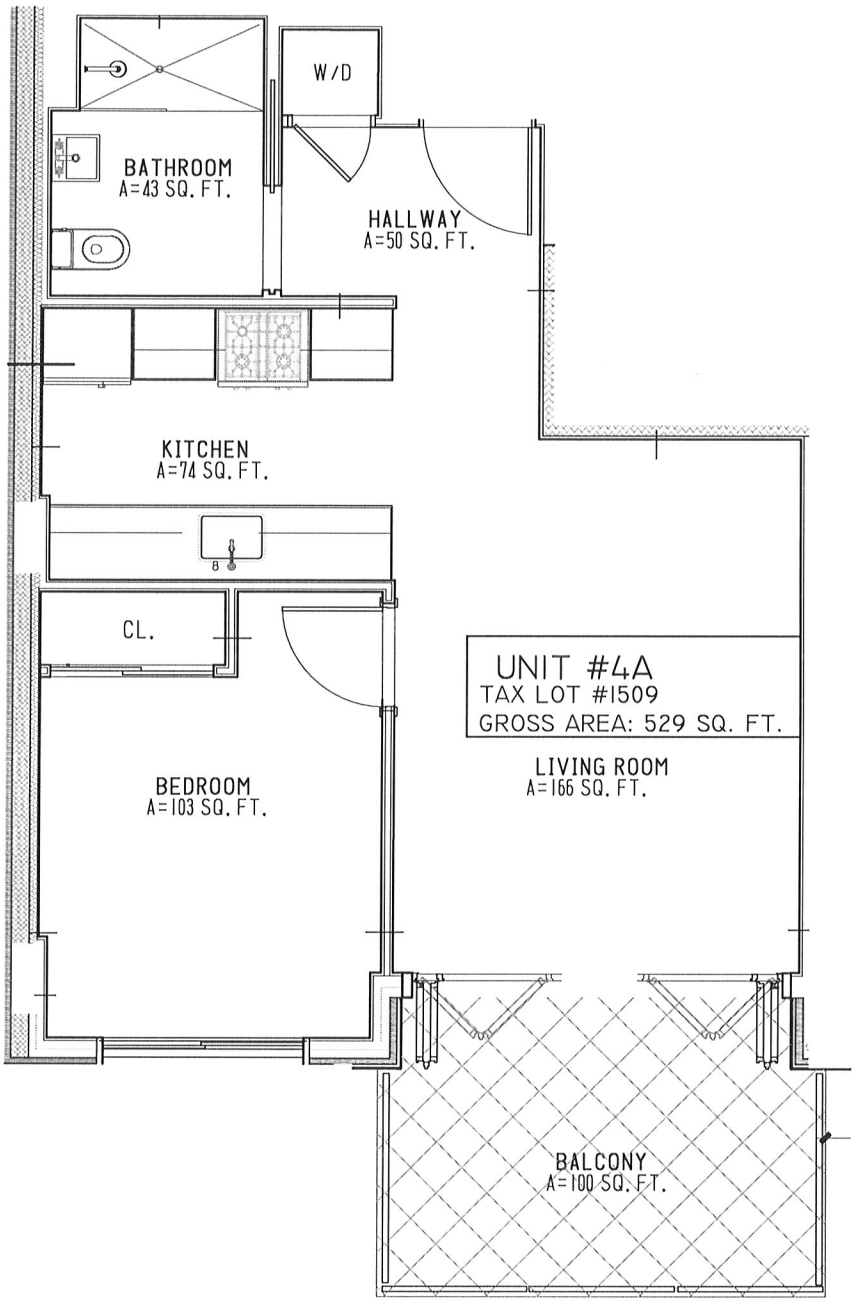
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REGISTERED ARCHITECT HARRIET CALOS NIKAKIS 030858 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.:
C-008-00
FILENAME: 30th dr_condo offering plan.dwg



4th FL - UNIT #4A - 1 bedroom

SCALE 3/16" = 1'-0"

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HCN

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Office: 718-204-2765

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PROJECT TITLE:

OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20

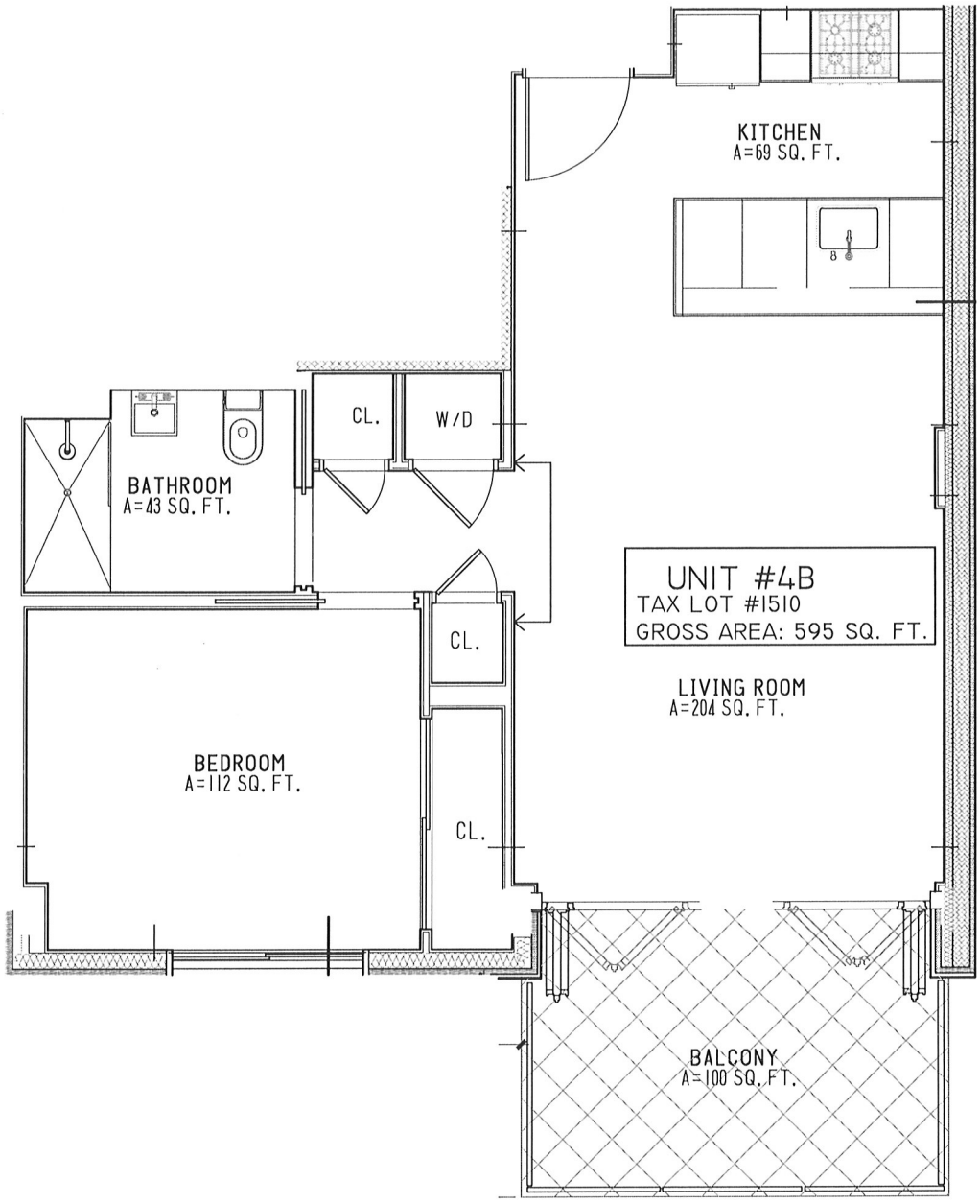
DRAWING BY: C.D.

CHK BY: H.NIKAKIS

DGW No.:

C-009-00

FILENAME: 30th dr_condo offering plan.dwg



4th FL - UNIT #4B - 1 bedroom

SCALE 3/16" = 1'-0"

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HCN
ARCHITECTS
HARRIET C. NIKAKIS R.A.
HCN DESIGN & CONSULTING INC.
36 -03 DITMARS BLVD - LIC, NY 11105
Office: 718-204-2765
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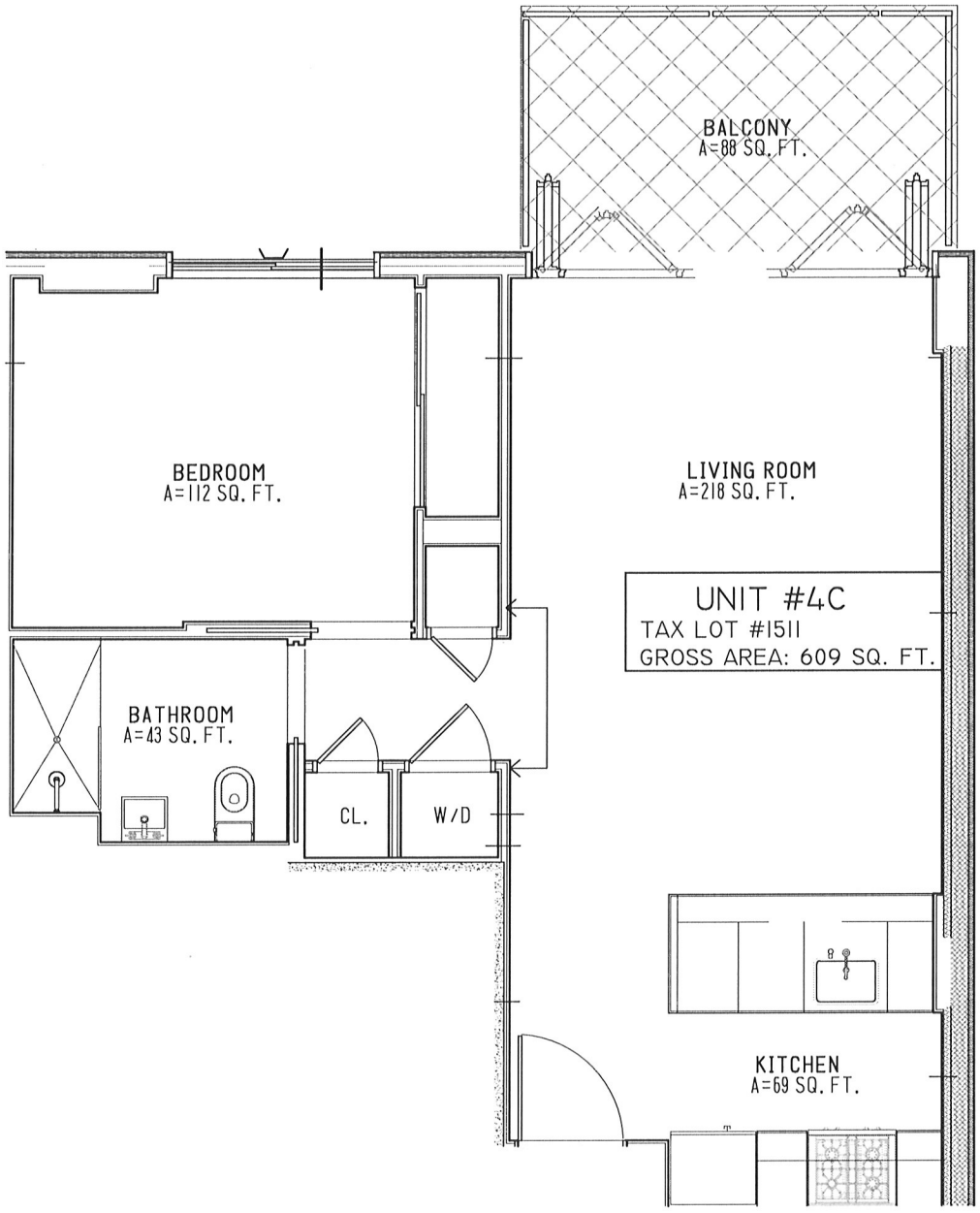
SEAL:

REGISTERED ARCHITECT HARRIET CALOS NIKAKIS 030698 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-010-00
FILENAME: 30th dr_condo offering plan.dwg



4th FL - UNIT #4C - 1 bedroom

SCALE 3/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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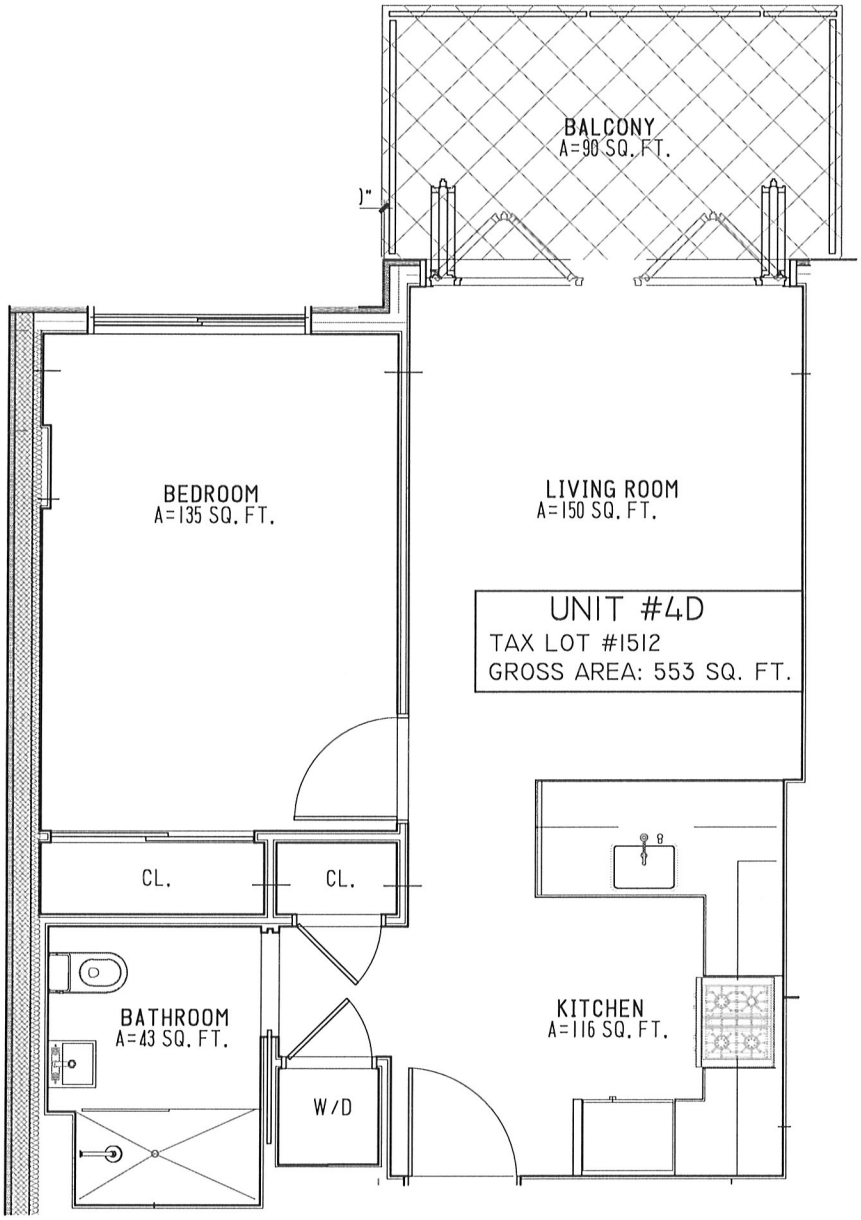
SEAL:

REGISTERED ARCHITECT HARRIET CALOS NIKAKIS 030899 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-011-00
FILENAME: 30th dr_condo offering plan.dwg



4th FL - UNIT #4D - 1 bedroom

SCALE 3/16" = 1'-0"

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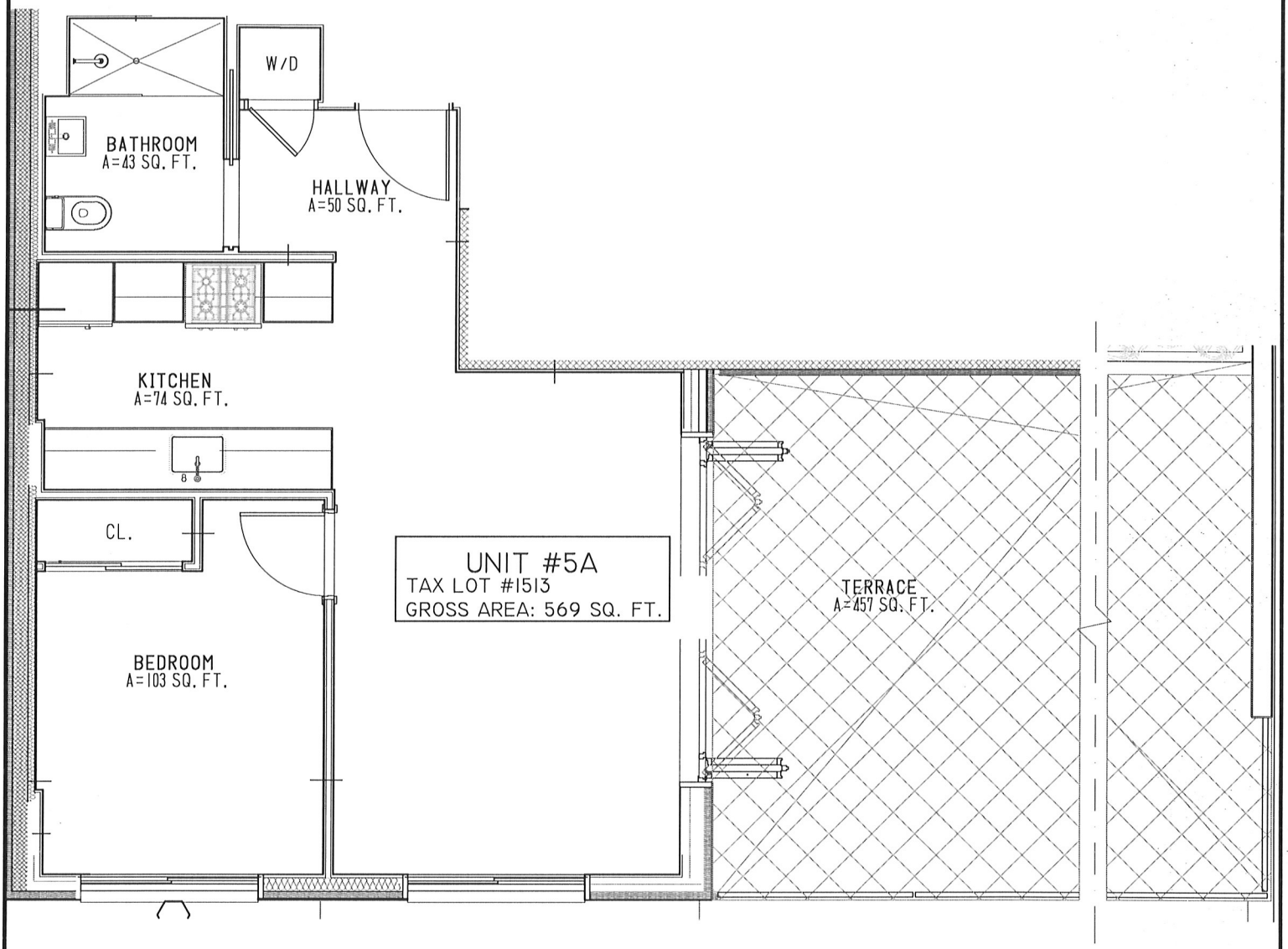
SEAL:

REGISTERED ARCHITECT HARRIET C. NIKAKIS 031078 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-012-00
FILENAME: 30th dr_condo offering plan.dwg



5th FL - UNIT #5A - 1 bedroom

SCALE 3/16" = 1'-0"

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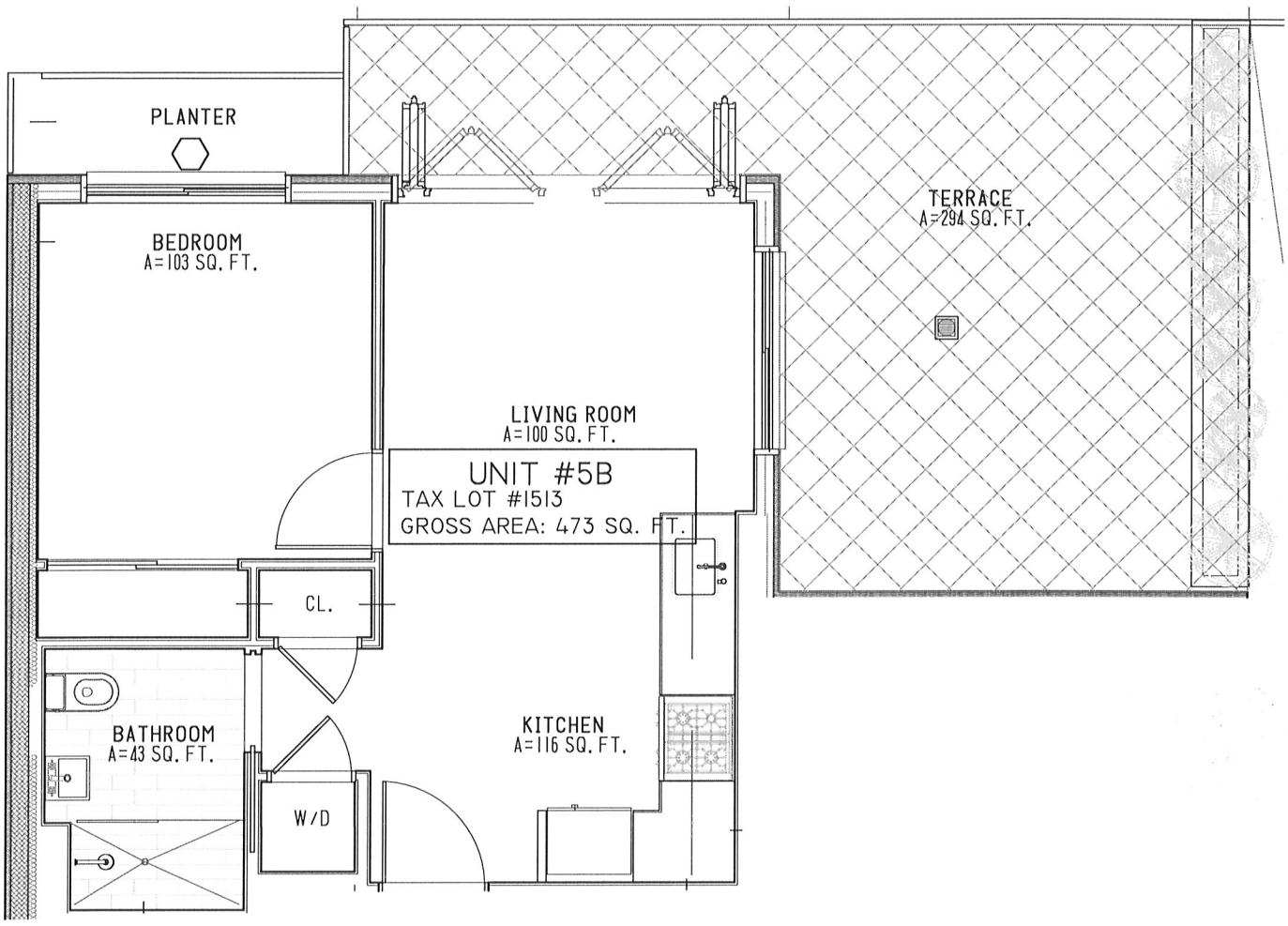
SEAL:

REGISTERED ARCHITECT HARRIET C. NIKAKIS 030939 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-013-00
FILENAME: 30th dr_condo offering plan.dwg



5th FL - UNIT #5B - 1 bedroom

SCALE 3/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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SEAL:

REGISTERED ARCHITECT HARRIET C. NIKAKIS 031078 STATE OF NEW YORK

PROJECT TITLE:
OFFERING PLAN

23-10 30TH DRIVE
ASTORIA - NY

DATE: 1/10/20
DRAWING BY: C.D.
CHK BY: H.NIKAKIS
DGW No.: C-014-00
FILENAME: 30th dr_condo offering plan.dwg

PURCHASE AGREEMENT

23-10 30th Drive Realty LLC

Sponsor

with

_____

Purchaser

Residential Unit Number _____
Parking Space Unit Number _____

The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York

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PURCHASE AGREEMENT
UNIT NUMBER _____
The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York 11102

AGREEMENT, made as of _____, _____, between Sponsor and Purchaser (defined below).

WITNESSETH:

1. THE PLAN

Purchaser acknowledges having received and read a copy of the Offering Plan for The Ely Astoria Condominium and all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least 3 business days prior to Purchaser's signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least 3 business days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement, by sending written notice of such rescission to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within 7 days from the date Purchaser delivers an executed Purchase Agreement together with the required Deposit to Selling Agent. 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 provisions of the Plan will govern and be binding. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-laws and Residential Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

2. DEFINITIONS

Terms used herein which are also used in the Plan shall have the same meanings as they do in the Plan, unless the context requires otherwise.

2.1 "Sponsor" means 23-10 30th Drive Realty LLC, having an office at 36-08 30th Avenue, Fl. 2, Astoria, New York 11103. Sponsor's taxpayer identification number is _____.

2.2. "Purchaser" means _____ having an address at _____. Purchaser's social security number is _____.

2.3 "Attorney for Sponsor" means Vasiliadis Law P.C., having an address at 29-20 23rd Avenue, Suite 401, Astoria, NY 11105; Telephone number: (718) 274-6300.

2.4 "Attorney for Purchaser" means _____, having an address at _____. Attention: _____, Esq. Telephone number: _____. Facsimile number: _____. E-mail address: _____.

2.5 "Selling Agent" means _____, having an address at _____. Telephone number: _____.

2.6 "Co-Broker" means _____.

2.7 "Escrow Agent" means Attorney for Sponsor.

2.8 "Title Company" means Fidelity National Title Insurance Company, 485 Lexington Avenue, 18th Floor, New York, New York 10017, Telephone: 212-471-3760, Fax: 212-481-8747.

Purchasers are free to use any title insurance company that they have selected without incurring any additional costs or penalties from the Sponsor.

3. THE UNIT

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the Unit designated as Residential Unit _____ and/or Parking Space Unit ____ in the Declaration, together with its undivided _____% interest in the Common Elements appurtenant to such Unit ("Unit").

4. PURCHASE PRICE

4.1 The Purchase Price for the Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____, ("Initial Deposit"), due upon Purchaser's signing and delivering this Agreement, by check (subject to collection), receipt of which is hereby acknowledged;

(b) $_____, ("Balance of Purchase Price"), by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency, be drawn on or issued by a United States Bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed. The Deposit shall be made payable to the direct order of "VASILIADIS LAW P.C. ATTORNEY TRUST ACCOUNT FOR THE ELY ASTORIA CONDOMINIUM." The Balance shall be made payable to the direct order of "23-10 30th Drive Realty LLC"(or such other party as Sponsor directs to Purchaser, in

writing, at least 1 business day prior to the date of Closing of Title). If any check is returned for insufficient funds or any other reason, such return shall be deemed to be a default by Purchaser under this Agreement and shall entitle Sponsor to exercise any of the remedies set forth in Article 13 hereof. Notwithstanding the foregoing, if the check representing the Initial Deposit is returned for insufficient funds or any other reason, such return shall be deemed to be a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

5. DEPOSIT TO BE HELD IN TRUST

5.1 The law firm of VASILIADIS LAW P.C. with an address at 29-20 23rd Avenue, Suite 401, Astoria, New York 11105, telephone number 718-274-6300, shall serve as Escrow Agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Bill Vasiliadis, Esq. and Bill Spanos, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

5.2 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

5.3 The Escrow Agent has established the escrow account at Investors Bank, located at 23-02 31ST Street, Astoria, NY 11103, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled VASILIADIS LAW P.C. ATTORNEY TRUST ACCOUNT FOR THE ELY ASTORIA CONDOMINIUM ("Escrow Account"). The Escrow Account is an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit. Any deposit in excess of $250,000.00 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

5.4 All Deposits received from Purchaser shall be in the form of [checks, money orders, wire transfers, or other instruments], and shall be made payable to or endorsed by the Purchaser to the order of VASILIADIS LAW P.C., as Escrow Agent.

5.5 The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account,

and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

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

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

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

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

5.10 The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement upon Closing of title to the Unit; or

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

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

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

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

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

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

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

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

5.12 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

5.13 A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

5.14 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

5.15 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

5.16 Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

5.17 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

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

6. CLOSING DATE AND PLACE

6.1 The Closing of Title shall be held at the offices of Vasiliadis Law P.C., 29-20 23rd Avenue, Suite 401, Astoria, NY 11105 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than 30 days' prior written notice ("Initial Closing Notice"). If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Attorney for Sponsor at Closing an extra fee as set forth in the Plan. After the Initial Closing Notice, Sponsor may, from time to time, adjourn and reschedule the date and hour for Closing on not less than 5 business days' notice to Purchaser, which new Closing notice shall fix a new date, hour and place for the Closing of Title and which date shall not be earlier than the date set forth in the Initial Closing Notice. Only the Initial Closing Notice shall require 30 days' prior written notice. These notice provisions may be modified or waived by an agreement signed by Sponsor and Purchaser.

6.2 The term "Closing Date" "Closing" "Closing of Title" or words of similar import, whenever used herein, shall mean the conveyance of title to the Unit from Sponsor to Purchaser.

6.3 The Closing of Title shall only occur with or after compliance with the prerequisites to Closing and the Section of the Plan entitled "Terms of Sale."

7. CLOSING DOCUMENTS

7.1 At the Closing of Title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances, and title conditions set forth on Schedule A annexed hereto and made a part hereof. 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 in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly complete and execute before a notary public the New York City and New York State Transfer Tax Return Forms and any other forms then required by Law, all of which shall be prepared by Sponsor.

7.2 At the Closing of Title, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor substantially in the form set forth in Part II of the Plan.

7.3 At the Closing of Title, Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in compliance with IRS Section 6045(e) as amended, or any successor provision or regulation promulgated thereunder.

7.4 At the Closing of Title, Sponsor and Purchaser shall execute and acknowledge in form for recording such other documents that are reasonably necessary or customary in connection with the conveyance of a Condominium Unit, including, but not limited to, title affidavits, transfer tax forms, reporting information in respect of real estate transactions, smoke detector affidavit and window guard notices.

7.5 The executed deed, transfer tax forms and power of attorney shall be delivered at the Closing to the representative of the Title Company insuring Purchaser's title (or, if no such representative is present, then to the Attorney for Sponsor) for recording in the Office of the City Register, which recording shall be at Purchaser's expense. After being recorded the deed shall be returned to Purchaser and the power of attorney shall be returned to the Condominium Board.

7.6 Purchaser's payment of the Balance of the Purchase Price and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to Closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the Closing, and nothing herein shall be in derogation of the rights of Purchasers under Article 23-A of the General Business Law, the Plan, and Part 20 of the Regulations issued by the Department of Law.

8. STATUS OF TITLE

8.1 At the Closing of Title, Sponsor shall convey to Purchaser and Purchaser shall accept such fee simple title to the Unit as the Title Company will approve and insure without additional premium to Purchaser, provided that the only liens and encumbrances affecting title shall be those set forth in Schedule A annexed hereto and made a part hereof and those expressly agreed to by Purchaser. Any lien and encumbrance or condition which is not set forth in Schedule A annexed hereto shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the Title Company, together with the attendant recording or filing fee, if any, or (b) the Title Company (or such other title insurance company Purchaser may utilize), is or would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien. Sponsor shall not be obligated to cause Purchaser's title company to omit any exceptions if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception.

8.2 Sponsor shall be entitled to adjourn the Closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior to the Closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 days prior to the Closing of Title, then, for purposes of Article 13 below, Purchaser shall be deemed at fault for not having sent timely notice, and the Closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

8.3 If, subsequent to the Closing of Title, Purchaser claims that Sponsor did not convey fee simple title to the Unit in accordance with the Plan, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor. Sponsor and Purchaser agree that Sponsor's liability will be limited to any loss or damage not covered by Purchaser's title insurance company. If Purchaser did not obtain title insurance at the Closing, for purposes of this subparagraph, the amount and coverage which Purchaser could have obtained from Purchaser's title insurance company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subparagraph shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law.

9. CLOSING ADJUSTMENTS

9.1 The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges (if Common Charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to Closing, accrued rent and any other charges pursuant to a use and occupancy agreement, if any, covering the Unit.

9.2 If the Unit has been separately assessed for real estate taxes but the Closing of Title occurs before the tax rate is fixed, adjustment of real estate taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the Closing, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed for real estate taxes as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. In addition, Purchaser shall pay the Unit's proportionate share of real estate taxes for the next ensuing tax period and Sponsor or the Condominium will pay such real estate taxes directly to the City of New York. Sponsor shall not be obligated to reimburse Purchaser after the Closing on account of any difference between the amount of real estate taxes for the then current tax period paid by Purchaser at Closing calculated according to the above formula and the amount of real estate taxes subsequently billed by the City of New York to such Purchaser (as Unit Owner).

9.3 Purchaser agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such real estate taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the Closing of Title.

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date subject to Sponsor's rights under Section 13.2 of this Agreement, and subject to Purchaser's right to adjourn the closing date one time for an adjourned period of up to fifteen (15) days, (a) the Closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing of Title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.0438% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

9.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the

case may be. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein in the Plan.

9.6 Any errors or omissions calculating apportionments at Closing shall be corrected and, any payment shall be made to the proper party promptly after discovery. This provision shall survive the Closing of Title.

10. MORTGAGE TAX CREDIT

In the event a mortgage recording tax credit becomes available pursuant to Section 339- ee(2) of the New York Condominium Act, it is specifically understood that such credit shall enure to the benefit of Sponsor. Accordingly, at Closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At the Closing of Title, Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

11. CLOSING COSTS

In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other Closing costs which are Purchaser's responsibility as more particularly described in the Section of the Plan entitled "Closing Costs and Adjustments." All such Closing Costs shall be paid by Purchaser, at Closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association.

12. AGREEMENT NOT A LIEN OR ENCUMBRANCE

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any construction or Building loan mortgage, and any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. 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. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other

obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

13. DEFAULT BY PURCHASER

13.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to appear at the Closing on the date designated by Sponsor in the Closing notice or in some subsequent notice; or

(ii) Purchaser's failure to pay when due the Balance of the Purchase Price, or any Closing adjustment or Closing cost required to be paid by Purchaser as set forth in the Plan or in this Agreement, or the dishonor of any check given by Purchaser to Sponsor; or

(iii) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Plan; or

(iv) if Purchaser is permitted to become the tenant or occupant of the Unit, Purchaser's failure to pay rent or to otherwise comply with some other lease or occupancy obligation; or

(v) Purchaser's assignment or transfer of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the judgment or lien; or

(viii) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or

(ix) Prior to Closing of Title, Purchaser's listing the Unit for resale or rental with any broker or advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or rental without Sponsor's prior written consent; or

(x) an Event of Default by Purchaser beyond any applicable grace period under a Purchase Agreement between Purchaser and Sponsor for another Unit at the Property.

13.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor,

in its sole discretion, may elect by notice to Purchaser to either: (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Deposit and any interest earned on the Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close on the Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection).

14. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan. The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and all sums deposited with the Sponsor, including the Deposit, together with interest earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. SPONSOR'S INABILITY TO CONVEY THE UNIT

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election or inability to cure such title defect, and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such title defect (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 30 days after receipt of notice of termination from Purchaser, return to Purchaser all sums Deposited and all other sums deposited by Purchaser hereunder, together with interest earned

thereon, if any. Upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within 15 days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

If the Offering Plan is abandoned by Sponsor, before the Offering Plan is declared effective, and the Sponsor has accepted purchase agreements, the Sponsor shall promptly submit an amendment to the Office of the Attorney General together with RS-3 as promulgated by the Office of the Attorney General If payments under purchase agreements have been received, the amount of such funds and the manner of time when these funds will be returned must be disclosed. All monies paid by Purchasers shall be refunded to them in full, with interest earned, if any, within five (5) days after the amendment abandoning the plan has been accepted for filing. Sponsor will then promptly file an amendment together with form RS-3 as required by Section 20.1(l) (2) of 13 NYCRR 20.3. If there are no outstanding purchase agreements the Sponsor need not submit an amendment but shall submit a form RS-3 to the Office of the Attorney General which shall be served simultaneously by the Sponsor on all commercial or professional tenants, if any, in the manner specified by Section 20.1(d)(1) of that Part.

16. FIXTURES, APPLIANCES AND PERSONAL PROPERTY

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in this sale. No portion of the Purchase Price shall be attributable to such items.

17. CONSTRUCTION

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications, subject to the right of Sponsor to amend the Plan and the Plans and Specification in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a Final Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans

and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The Closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Terms of Sale" in Part I of the Plan. As a result, if all such prerequisites are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without provision for escrow), notwithstanding any construction items noted on Purchaser's Inspection Statement (as herein defined) remaining for Sponsor to complete and/or correct in accordance with its obligation under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building or the Unit.

17.4 The actual date for the First Closing is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in the Section of the Plan entitled "Terms of Sale." Purchaser acknowledges that construction may be delayed by late delivery of material or equipment, labor difficulties, unavailability of Building trades, casualty, inclement weather and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially later than the projected date or the time to complete or to close title to the Unit is delayed or is postponed by Sponsor.

18. INSPECTION OF THE UNIT

18.1 Upon receipt of the Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within the 7 days prior to the Closing Date fixed by the Closing Notice. Purchaser or Purchaser's duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within 7 days prior to the Closing Date fixed by the Closing Notice or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from appearing at the Closing, paying the Balance of the Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

18.2 Any work set forth on the Inspection Statement shall be completed by Sponsor as agreed in writing and shall not be grounds for delaying the Closing. Purchaser will be required to provide Sponsor with reasonable access to the Unit subsequent to the

Closing in order to complete punch-list work. Sponsor has no obligation under the Plan to deposit any monies in escrow at Closing as a result of any punch-list items.

19. DAMAGE TO THE UNIT

If between the date of this Agreement and the Closing of Title the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty until the earlier of Closing of Title or possession of the Unit by Purchaser is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing of Title.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-laws, this Agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to Purchaser all Deposits and other sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all Deposits and other such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

20. NO REPRESENTATIONS

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan

specifically represented. Purchaser has relied solely on Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Except as otherwise set forth in the Plan, Purchaser agrees that Purchaser shall not be relieved of any Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article shall survive the Closing of Title.

21. PROHIBITION AGAINST ADVERTISING

Prior to the Closing of Title, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent, which consent may be unreasonably withheld or delayed. Any listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser prior to Closing of title shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

22. BROKER

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than Selling Agent and Co-Broker, if any, named in this Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent and Co-Broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker, other than Selling Agent or Co-Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the Closing of Title.

23. AGREEMENT MAY NOT BE ASSIGNED

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld or delayed. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall have such right, provided that (i) Purchaser designates such assignee at least 10 business days prior to the Closing Date; (ii) Purchaser delivers to Attorney for Sponsor the fee set forth in the Plan for its services

required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing is not delayed as a result of such assignment , (iv) the assignee of this Agreement assumes in writing, by an instrument prepared by Attorney for Sponsor, the obligations of Purchaser under this Agreement and (v) the assignment is made without consideration. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement, and shall be voidable at the option of Sponsor.

Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law in connection with any request for an assignment of the Purchase Agreement.

24. BINDING EFFECT

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser or the Attorney for Purchaser. If this Agreement is not accepted within 15 days from the date hereof by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and cancelled and all sums, including he Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations liability to or against the other hereunder or under the Plan. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

25. NOTICES

25.1 Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan shall be in writing and either delivered in person, via electronic transmission (e-mail) or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed to the Attorney for Purchaser at the address given at the beginning of this Agreement with a copy by regular mail delivered to Purchaser at the address given at the beginning of this Agreement and to the Attorney for Sponsor at the address given at the beginning of this Agreement, with a copy by regular mail delivered to Sponsor at the address given at the beginning of this Agreement. Either party may hereafter designate to the other in writing a change in the address to which notices are to

be sent. Except as otherwise expressly provided herein, a notice shall be deemed given on the date when personally delivered, when sent via electronic transmission (e-mail), when delivered to the overnight courier, or in the case of mailing, on the date mailed in a prepaid sealed wrapper, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself.

25.2 Sponsor hereby designates and empowers both Selling Agent and Attorney for Sponsor, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

25.3 Purchaser hereby designates and empowers the Attorney for Purchaser, as Purchaser's agent to give any notice to Sponsor under this Agreement in Purchaser's name, which notice so given shall have the same force and effect as if given by Purchaser.

26. JOINT PURCHASERS

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

27. LIABILITY OF SPONSOR

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or General shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused. Purchasers' time to perform their obligations under the purchase agreement also may be tolled during this tolling period. Notwithstanding anything else to the contrary, the Sponsor cannot limit any rights which the purchaser may have pursuant to Article 23A of the General Business Law, New York State Department of Law regulations or the offering plan, except as determined in a final decision or order issued by a court of competent jurisdiction or any governmental agency or by executive order.

28. FURTHER ASSURANCES

Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to

effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. FINANCING

The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) and Purchaser understands and agrees that Purchaser's failure to obtain financing will not relieve Purchaser of Purchaser's obligations hereunder unless Purchaser executes the attached Mortgage Contingency Rider annexed to this Agreement as Schedule C and delivers it to Sponsor together with this Agreement and complies with all the financing obligations set forth therein. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment or any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement and Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing beyond the expiration of the loan commitment. If the financing commitment lapses or expires prior to Closing and the Purchaser(s) has made a good faith effort to extend such commitment, Sponsor grants to such Purchaser(s) a right of rescission and a reasonable period of time to exercise the right of rescission.

30. LIMITED WARRANTY

SPONSOR MAKES NO HOUSING MERCHANT IMPLIED WARRANTY OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE UNIT(S) COVERED HEREBY AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ANNEXED TO THIS AGREEMENT AS SCHEDULE D. THE TERMS OF THE LIMITED WARRANTY ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE THEREOF. PURCHASER HEREBY ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE ANNEXED LIMITED WARRANTY HAVE BEEN PROVIDED BY SPONSOR TO PURCHASER FOR PURCHASER'S EXAMINATION AND THAT A REASONABLE PERIOD OF TIME FOR ITS EXAMINATION BY PURCHASER HAS BEEN AFFORDED TO PURCHASER PRIOR TO THE TIME OF PURCHASER'S EXECUTION OF THIS AGREEMENT. PURCHASER UNDERSTANDS AND ACCEPTS THAT THE WARRANTY ANNEXED TO THIS AGREEMENT WILL BE FULLY EFFECTIVE WITHOUT THE EXECUTION OF ANY OTHER DOCUMENT BY EITHER PURCHASER OR SPONSOR ON THE EARLIER TO OCCUR OF (i) THE DATE THE DEED TO THE UNIT IS DELIVERED TO PURCHASER, OR (ii) THE DATE ANY PERSON COMMENCES OCCUPANCY OF THE UNIT.

THE LIMITED WARRANTY IS LIMITED TO AN OBLIGATION TO CORRECT MATERIAL DEFECTS IN THE CONSTRUCTION AND/OR RENOVATION OF THOSE

PORTIONS OF THE UNIT WHICH WERE REQUIRED TO BE CONSTRUCTED OR RENOVATED. IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE LIMITED WARRANTY EXCLUDES DEFECTS IN THE UNIT, IF ANY, WHICH ARE NOT WITHIN THE SCOPE OF THE CONSTRUCTION OR RENOVATION WORK AS SHOWN IN THE PLANS AND SPECIFICATIONS. IN ADDITION, SPONSOR SHALL NOT BE RESPONSIBLE FOR CORRECTING OR REPAIRING ANY DEFECTS IN CONSTRUCTION, RENOVATION OR REHABILITATION (INCLUDING, WITHOUT LIMITATION, DEFECTIVE MATERIALS OR DEFECTIVELY CONSTRUCTED COMPONENTS OR PORTIONS OF THE BUILDING OR UNIT) OR DEFECTS IN THE INSTALLATION OR OPERATION OF ANY APPLIANCES (INCLUDING, WITHOUT LIMITATION, KITCHEN APPLIANCES), EQUIPMENT OR FIXTURES, TO THE EXTENT COVERED BY ASSIGNABLE WARRANTIES OR OTHER UNDERTAQUEENS (HOWEVER DENOTED) FROM MANUFACTURERS, CONTRACTORS, MATERIALMEN, OR OTHERS, WHICH ARE ASSIGNED TO PURCHASER OR THE CONDOMINIUM BOARD.

31. COSTS OF ENFORCING AND DEFENDING AGREEMENT

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in successfully defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

32. SEVERABILITY

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

33. STRICT COMPLIANCE

Any failure by either party to insist upon the strict performance by the other of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such party.

34. GOVERNING LAW

The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements

made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

35. 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 or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

36. ENTIRE AGREEMENT

This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

37. CERTAIN REFERENCES

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

38. CAPTIONS

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

39. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall bind and enure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and enure to the benefit of Sponsor and its successors and assigns.

40. CONFIDENTIALITY

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential until closing of title. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, architects/engineers, accountants, individuals who "need to know" or

governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

41. NO ORAL CHANGES

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by the parties hereto or by an amendment to the plan.

42. PERFORMANCE

Where this Agreement by its terms requires the payment of money or the performance of a condition on a Saturday, Sunday or public holiday, such payment may be made or condition performed on the next business day succeeding such Saturday, Sunday or such public holiday, with the same force and effect as if made or performed in accordance with the terms of this Agreement.

43. COUNTERPARTS

This Agreement may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Agreement.

44. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY

44.1 The provisions of this Article shall survive the Closing of Title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

44.2 If Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to diplomatic or sovereign immunity, Purchaser hereby designates a duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents.

44.3 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. Section 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

45. SMOKING POLICY

Purchasers are advised that smoking shall be prohibited in all indoor locations of the condominium, including common areas and dwelling units, as well as all outdoor areas of the premises, including but not limited to courtyards, rooftops, balconies and patios and any other outdoor areas connected to the dwelling units. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property. Smoking shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars or pipes.

Notwithstanding the said prohibition against smoking, the Board may designate (or remove from designation) an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas or individual units.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER(S):

_____
(SIGNATURE)

SPONSOR:

23-10 30th Drive Realty LLC

By: _____
Name:
Title: Member

Escrow Agent:

_____
Vasiliadis Law P.C.
By: Bill Vasiliadis, Esq.

SCHEDULE A – PERMITTED EXCEPTIONS

1. Zoning and other regulations, resolution and ordinances and any amendments thereto now or hereafter adopted provided they are not violated by the existing Building and improvements erected on the property or the use thereof.

2. Any state of facts which a survey or personal inspection of the property or the Unit would show, provided such facts would not prevent the use of the Unit for dwelling purposes or render title unmarketable.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from Purchaser to the Condominium Board and the floor plans, all as may be amended from time to time.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the property may abut.

5. Any easement or right of use in favor of any utility company for construction, use or maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the property and any covenant, restriction and agreement of record; provided same are not violated by the present structure and the use of the Unit for dwelling purposes.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Any Easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of the Building.

8. Encroachments of the structure or structures now on the Premises and of structures in the neighboring premises encroaching on the subject Premises and upon any street or highway, or adjoining premises, if any, including but not limited to areas, shrubs, retaining walls, windows, cellar steps and/or doors, stoops, ornamental projections, trim and cornices, fences, fire escapes, if any, upon streets or highways and/or record property lines; and any variation between record property lines, and fences and/or walls and the record map.

9. Leases and/or service, maintenance, employment, concessionaire and/or license agreements, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid common charge, real estate tax, water charges, sewer rent or vault charge provided the same are adjusted at the Closing of title and/or are not yet due and payable.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and Purchaser shall pay all assessments due from and after the Closing Date.

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

13. Any encumbrance as to which the Title Company (or such other New York Board of Title Underwriters member title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

14. Any other encumbrance, covenant, easement, agreement or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.

15. Any proposed, adopted or actual widening of any street, abutting or adjacent to the property provided same do not affect the existing structure or the use thereof as a residential dwelling.

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

17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company who is a member of New York Board of Title Underwriters.

18. Any certificate of occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

19. Survey of the Premises.

20. Declaration of Zoning Lot Restriction, if any, that have been filed with regard to the subject property.

SCHEDULE B
INSPECTION STATEMENT

Dated: _____

23-10 30th Drive Realty LLC
36-08 30th Avenue, Fl. 2
Astoria, NY 11103

Re: Residential Unit No.: _____ ("Unit")
The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York 11102 ("Condominium")

Ladies and Gentlemen:

1. On the date hereof, the undersigned Purchaser(s) ("Purchaser") inspected the Unit which Purchaser is acquiring from Sponsor and found the Unit to be in good condition, except as otherwise noted below:

_____

_____

_____

2. Purchaser acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to the date Purchaser moves into the Building. Purchaser agrees to sign-off each item requiring adjustment, or repairs, if any, as they are completed.

3. In the event Purchaser performs work in the Unit of any kind affecting any of the areas or items listed above after the Closing, Sponsor will be relieved of any and all obligations related to the items listed herein.

PURCHASER(S):

_____
(SIGNATURE)

_____
(SIGNATURE)

_____
Sponsor's Representative

Exhibit "A-4"

W8 Form

RESIDENTIAL UNIT DEED

THIS INDENTURE, made this ____ day of _____, _____ between 23-10 30th Drive Realty LLC, having an office at 36-08 30th Drive, Fl. 2, Astoria, NY 11103 ("Grantor"), and _____ having an address at _____("Grantee").

W I T N E S S E T H:

That Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit ("Unit") known as **Residential Unit No. _____** together with **Parking Space Unit No. ____** (if applicable) in the Building ("Building") known as The Ely Astoria Condominium ("Condominium"), and by the street number 23-10 30th Drive, Astoria, New York, Borough of Brooklyn, City and State of New York, said Unit being designated and described by the above Residential Unit No. ____, and/or Parking Space Unit No. ____, ("Parking Space Unit") (if applicable) in a certain declaration dated _____, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") establishing a plan for Condominium ownership of the Building and the Land ("Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Queens County Office of the Register of The City of New York ("Register's Office") on _____ **under CRFN #** _____ ("Declaration"). The Unit is also designated as Tax Lot _____ in Block 570 of Section _____ of the Borough of Astoria, on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building certified by _____. on _____ and filed with the Real Property Assessment Department of the City of New York on _____ as Condominium Plan No. ____ and also filed in the Register's Office on _____, **as Condominium Map No. _____.**

TOGETHER with an undivided _____ % (combined Residential Unit and/or Parking Space Unit, (if applicable) Percentage of Common Interest in the Common Elements.

TOGETHER with the appurtenances and all the state and rights of Grantor in and to the Unit;

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of the Condominium (the "By Laws"), as the same may be amended from time to time, all of which constitute covenants running with the Land and shall bind any person having any title, interest or estate in the Unit as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "Property")

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatsoever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

Grantor, in compliance with Section "13" of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-laws) and agrees to comply with all terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or the By-laws of the Condominium.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR: **GRANTEE:**

23-10 30th Drive Realty LLC _____

By: _____

_____

Name:
Title:

Acknowledgment

State of New York) ss.:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

FEE TITLE DESCRIPTION

A "Residential Unit" as hereinafter referred to shall be defined as follows:

Each Residential Unit shall consist of the area measured from the exterior of the exterior walls of the Building to the exterior of the interior walls and the center line of the demising walls separating one (1) Unit from another Unit. The doors and windows which open from the Residential-Unit shall be deemed part of the Residential Unit. No Residential Unit Owner shall be deemed to own the supporting columns, pipes, wires, conduits or other public lines running through the Residential Unit which are utilized for or serve more than one (1) Residential Unit. The Description of Residential Unit set forth herein pertains to the location of the walls, floors and roof of the Residential Unit as they are finally set forth in the Building plans to be filed simultaneously with the recording of the Declaration.

A "Parking Space Unit" as hereinafter referred to shall be defined as follows:

Each Parking Space Unit shall consist of the space measured from the inside face of the foundation wall to the end of the painted line or repainted and from the center line of one (1) painted or repainted line to another in adjoining Parking Space Units.

CONDOMINIUM UNIT DEED

The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York 11102

Title No. _____

Section _____

Block 570

Lot _____

Record and Return To:

_____
_____
_____
_____

UNIT POWER OF ATTORNEY

Terms used in this Unit Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for Condominium ownership of the premises known as The Ely Astoria Condominium ("Condominium") and by the street number 23-10 30th Drive, Astoria, New York 11102 under Article 9-B of the Real Property Law of the State of New York, dated _____, and recorded in the Queens County Office of the Register of The City of New York on _____ under **CRFN #** _____ or (b) in the By-Laws of The Ely Astoria Condominium ("By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____ (having and office at) (residing at) _____, the owner(s) of Unit (the "Unit") in the The ELY ASTORIA Condominium which is designated and described as Unit No.____ in the Declaration and also designated as **Tax Lot** _____ in **Block 570** of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the 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), on behalf of all Unit Owners, in accordance with such Owners respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect: (1)(a) following due authorization by a Majority of Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interest, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Unit Owners, to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote, the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present; (2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate; and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Buildings Department, 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 Residential Section or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Common Elements which the Condominium Board deems necessary or appropriate.

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

The undersigned (does) (do) hereby irrevocably nominate, constitute and appoint 23-10 30th Drive Realty LLC(hereinafter referred to as "Sponsor") as attorney-in-fact from the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor 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 Unit, 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 material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The 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 or Sponsor-designee(s) shall cease to own any Units in the Condominium.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 20__.

_____

_____

State of New York) ss.:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

State of New York) ss.:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

UNIT POWER OF ATTORNEY

The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York 11102

Title No. _____

Section _____

Block 570

Lot _____

Record and Return To:

_____
_____
_____

DECLARATION OF CONDOMINIUM
The Ely Astoria Condominium
CONDO #_____

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES
LOCATED AT 23-10 30th Drive, Astoria, New York 11102
BOROUGH OF QUEENS AND COUNTY OF QUEENS
CITY AND STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

DECLARANT: **23-10 30th Drive Realty LLC**
36-08 30th Drive, Fl. 2
Astoria, NY 11102

DATE OF DECLARATION:

BLOCK: 570

FKA LOT: 9

NKA LOTS: _____ THROUGH _____

TSOROMOKOS & PAPADOPOULOS, PLLC
Attorneys for the Sponsor
45-02 Ditmars Blvd., Suite 1000
Astoria, New York 11105

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SCHEDULE A	Legal Description
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PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF THE ELY ASTORIA Condominium
PURSUANT TO ARTICLE 9-B OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Queens and County of Queens, City and State of New York on this ___ day of _____, 20___, 23-10 30th Drive Realty LLC, a New York limited liability company, organized and existing under the laws of the State of New York, whose principal office is situated in New York, New York, hereinafter referred to as the "Declarant" or "Sponsor" represented in this Declaration by Calvin Danzig, who is fully empowered and qualified to execute this Declaration on behalf of the company does hereby state:

FIRST: SUBMISSION OF PROPERTY.

By this Declaration the Declarant submits the property described in this Declaration, including the Land and the Building and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: DESCRIPTION OF PROPERTY.

The Declarant owns all that certain plot, piece or parcel of Land, with the Building and improvements thereon erected, situate, lying and being in the Borough of Brooklyn and County of Queens, City and State of New York, and more particularly bounded and described on Schedule A annexed hereto and made a part hereto.

THIRD: DEFINITIONS.

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

1. "Bicycle Storage Space Area" - Designated Area located on the cellar level for the storage of bicycles to be utilized by the Residential Unit Owners and occupants of the Residential Unit.

2. "Board of Managers" - The governing body of the Condominium responsible for its affairs.

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

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

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

6. "Common Charges" - Each Unit Owner's proportionate share of Common Expenses of the Condominium

7. "Common Elements" - All portions of the Condominium, other than the Units. The Common Elements are divided as follows:
   (a) General Common Elements which are Common Elements shared by all Unit Owners.
   (b) Individual Residential Unit's Limited Common Elements which are Common Elements for the exclusive use of an individual Residential Unit Owner or Owners.

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

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

10. "Condominium" – The Ely Astoria Condominium which includes the Unit Owners, the Units and the Common Elements.

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

12. "Declarant" or "Sponsor" – 23-10 30th Drive Realty LLC, a New York limited liability company and its successors, assigns and designees.

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

14. "Institutional Mortgage" - A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Sponsor, its successor, designee or assignee to a Purchaser of a Unit or in which the Sponsor, its successor, designee or assignee participates with one of the above.

15. "Limited Common Elements" - A Common Element appurtenant to a particular Residential Unit or Residential Units, the use of which is restricted to the Residential Unit Owner of such Residential Unit or Residential Units. Limited Common Elements may also be referred to as an Irrevocably Restricted Common Element.

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

17. "Percentage of Common Interest"- The proportionate, undivided interest each Unit Owner has in the Common Elements.

18. "Property"- The overall Land area of the Condominium.

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

20. "Special Assessment" - A Common Expense of the Condominium that is not included in the monthly Common Charges applicable to a Unit.

21. "Unit" - A Unit includes all the Units in the Condominium. The Units are described as follows:

(a) "Residential Unit" - One (1) of the fourteen (14) Units designated as Residential Units in Schedule B of the Declaration for residential use.
(b) "Parking Space Unit - One (1) of the seven (7) Parking Space Units in the Condominium.

As used herein the terms "Residential and Parking Space Units" are equivalent to the term "Unit" in Article 9-B of the Real Property Law of the State of New York.

As used herein the term "Unit" shall include the Residential and Parking Space Units in the Condominium, unless otherwise indicated.

22. "Unit Owner" - A Unit owner includes all the Unit Owners in the Condominium. Unit Owners are described as follows:

(a) "Residential Unit Owner" - the owner of a Residential Unit

(b) "Parking Space Unit Owner" - The owner of a Parking Space Unit.

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

FOURTH: COMMUNITY/MEASUREMENT OF UNIT.

A. Community - The Declarant is constructing on the described parcel a Condominium Community known as The Ely Astoria Condominium, according to the plans filed simultaneously with the recording of this Declaration in the New York City Register's Office, which Plans set forth a description of the Building stating the number of stories and number of Units.

The Condominium will consist of fourteen (14) Residential Units and seven (7) Parking Space Units and the Common Elements.

The structural system is comprised of bearing walls and steel joists system consisting of poured in place reinforced concrete footing and foundation walls below first floor level. Each of the Units has access to each other Unit or to any other portion of the Condominium or to a street upon which the Condominium abuts by means of a walk hallway, or lobby. For the purposes of describing the location of the Building, 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 as shown on Schedule B annexed hereto. Each Unit will be sold to one or more Unit Owners, each Unit Owner obtaining fee ownership, together with an undivided interest in the Common Elements of the Condominium, as listed hereinafter in this Declaration and referred to as the "Common Elements," all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Sponsor and the Unit Owner at the time of construction of the Unit.

B. Measurement of Units - The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from (a) the outside face of the exterior walls of the Building, to (b) the centerline of the interior partitions separating the Unit from another Unit, or (c) the centerline of the corridor partitions separating the Unit from the corridor or any other spaces, if any. Each Residential Unit will consist of the volume measured vertically from the wood subfloor or concrete floor to the underside face of the gypsum ceiling supported by the structural system forming the floor of the Residential Unit above or forming the roof above. The interior of the entrance doors, windows and their panes and frames, and HVAC Unit and their sleeves, will be included as part of each Residential Unit. No Residential Unit owner shall be deemed to own any Common Element located within the Residential Unit including but not limited to the

supporting columns, pipes, wires, conduits or other public lines running through the Residential Unit which are utilized for or service more than one (1) Residential Unit.

Each Parking Space Unit shall consist of the space measured from (a) the inside face of the garage wall, or (b) the front of the painted line to the end of the painted line, and from painted line to another adjoining Parking Space Unit. The dimensions of Parking Space Units are reflected on the floor plan on which they occur.

FIFTH: COMMON ELEMENTS.

The Common Elements will consist of the entire property, including all parts of the Condominium and improvements thereon, other than the Units, and will consist of the following:

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

1. The Land on which the Condominium is erected and all other Land within the boundaries of the Property;

2. All portions of the roof, including gutters and leaders, that are not restricted in use to a specific Unit or Units and intended for the common use and service of the Building;

3. All exterior walls of the Building;

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

5. Stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which are intended for the common use and service of the Building;

6. All improved and unimproved areas of the Condominium located outside the boundaries of the Units intended for common use and service;

7. All central and appurtenant installations for services such as power, light, telephone, television, gas, hot and cold water and heat (including all boilers, pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and

all other mechanical equipment spaces intended for the common use and service of the Building;

8. All drainage systems, sewers and/or storm sewer pipes, drywells or detention tanks or facilities intended for the common use and that service of the Building;

9. All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable, are intended for the common use and service of the Building;

10. Any heating, cooling or other mechanical system located in the Common Elements intended for the common use and service of the Building;

11. All telephone and cable rooms, meter rooms, equipment rooms, elevator rooms and any other mechanical rooms or areas intended for the common use and service of the Building;

12. All tanks, pumps, motors, fans, compressors, elevator equipment and control equipment intended for the common use and service of the Building;

13. Any sprinkler system located in the Common Elements and intended for the common use and service of the Building;

14. The elevator, elevator cab and all mechanical equipment servicing the elevator intended for the common use and service of the Building;

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

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

17. The outdoor recreational space located on the roof level intended for the common use of the residents of the Condominium;

18. The Bicycle Storage Space Area located within the cellar level of the Building;

19. The authorized mail area adjacent to the lobby;

20. Any fences and gates located on the Property;

21. All flues, chimneys and vent caps for the common use and service of the Building;

22. The rear section of the yard that is not being utilized as part of the parking area of the Building;

23. The vestibule located in the front of the Building and the rear Building entrance intended for the common use and service of the Building;

24. Refuse disposal chutes;

25. The driveway leading to the outdoor parking area;

26. Any intercom system intended for the common use and service of the Building; and

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

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

1. Individual Residential Unit's Limited Common Elements - Individual Residential Unit's Limited Common Elements are irrevocably restricted in use to a specific Residential Unit or specific Residential Units. Following are descriptions of irrevocable restricted Individual Residential Unit's Limited Common Elements:

(a) Any balcony and/or terrace or patio appurtenant to a Residential Unit shall be a Individual Residential Unit's Limited Common Element for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

(b) Any hot water tank, boiler, air conditioning condenser and any other heating, cooling or other mechanical system servicing an individual Unit that is located in or on the Common Elements; and

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

All structural repairs and replacements to any balcony and/or terrace that is a Limited Common Element will be the responsibility of the Condominium and an Individual Residential Unit's Common Expense. All General maintenance and repairs of a balcony and/or terrace that is a Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks and the repair or replacement of the surface of the balcony and/or terrace), shall be the responsibility of the Residential Unit Owner whose balcony and/ or terrace is appurtenant to their Residential Unit and is a Limited Common Element of their Residential Unit. The balconies and/or terraces are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace except as required for repair or replacement.

All repairs, maintenance and replacement and all costs associated thereto to any hot water tank, boiler, air conditioner condenser or any other heating, cooling or other mechanical system that is an Individual Residential Unit's Limited Common Element shall be the sole obligation of the applicable Residential Unit Owner for which the facility is a Limited Common Element.

All repairs, maintenance and replacement and all costs associated thereto to any laundry equipment including but not limited to electric washer, gas fired type dryer or any other laundry system that is an Individual Residential Unit's Limited Common Element shall be the sole obligation o the applicable Residential Unit Owner.

C. Provisions Applicable to All Common Elements –

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

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

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

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

SIXTH: EASEMENTS.

All pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Unit and for the exclusive use of the Unit shall be maintained by such Unit Owner. Any portion of such pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in a Limited Common Element and servicing one or more other Units will be a General Common Element and all repairs and maintenance thereto shall be the responsibility of the Condominium. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Units located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage to any other Unit or any pipe, sewer and/or drainage line, wires, conduits and public utility lines, no matter how designated that causes or is in imminent danger of causing damage to another Unit or the Common Elements. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the health and safety of Condominium residents or other

persons, or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits, and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium. Any such easement may only be exercised upon reasonable notice to the Residential Unit Owner.

The Declarant, its successors, assigns, and/or designees and Purchasers of undeveloped or unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental 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 all of the Property and the Building comprising the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, assigns, and/or designees and Purchasers of undeveloped or unsold Units, 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 Property and Building comprising the Condominium. The Declarant, its successors and assigns and/or designees and Purchasers of undeveloped or unsold Units, shall have an easement to erect and maintain General sales, leasing, business or administration

offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Declarant's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Declarant, its successors, assigns and/or designees and Purchasers reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Declarant.

Each Unit Owner hereby grants a right of access to and through their Unit to Declarant or its assignee, successor and/or designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change, pursuant to approved plans and specifications, the declaration and applicable law, being performed or to be performed by or on behalf of Declarant with respect to the Common Elements and/or the Units.

The Declarant and the Board of Managers and their respective designees shall have an easement of access to all Residential Units for the purpose of maintenance, repair and replacement of any recessed exterior lighting without the consent of the respective Residential Unit Owner upon reasonable notice to the Residential Unit Owner.

Each Unit Owner grants an easement of ingress and egress in, over and through any hallway that may be part of their Unit to any other Unit Owner, tenant, resident or other persons needing ingress or egress to their respective Unit that may be necessary for said purpose.

The Board of Managers will have and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace pursuant to approved plans and specifications, the declaration and applicable law.

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Any easements granted to Declarant, the Board of Managers, any Unit or any Unit Owner under this Declaration and the By-Laws may be exercised by such Declarant's, Board of Managers or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Declarant, the Unit Owner or Board of Managers.

Each Unit Owner will have a right and easement to use its Unit and the Individual Residential Unit's Limited Common Elements appurtenant to such Unit or Units, and the General Common Elements, subject to and in accordance with the terms and conditions of this Declaration and By-Laws.

All Unit Owners, residents, guests, tenants and anyone else needing access to a Unit shall have an easement of ingress and egress, in, through and over the Property of the Condominium, including the Common Elements regardless of how classified for access to their Unit.

The Board of Managers will have an easement and unlimited access to any Individual Residential Unit's Limited Common Elements for the purpose of making inspections, repairs or rebuilding of the Condominium pursuant to approved plans and specifications, the declaration and applicable law.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through the property. This Paragraph may not be amended by the Unit Owners in the Condominium.

All easements in favor of the Sponsor and/or Board of Managers for premises located within a Residential Unit may only be exercised upon reasonable notice to the Residential Unit Owner.

SEVENTH: SERVICE OF PROCESS:

Service of process on the Unit Owners in any action with relation to the Common Elements shall be made upon the Secretary of State as the agent of the Board of Managers of the Condominium. The post office address to which the Secretary of State

shall mail a copy of any process against this Condominium served upon him as agent for service of this Condominium during the period the Declarant controls the Board of Managers is: 23-10 30th Drive Realty LLC, 36-08 30th Avenue, Fl. 2, Astoria, NY 11103. Once the Declarant no longer controls the Board of Managers, the Board of Managers must notify the Secretary of State that the post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Board of Managers as agent of this Condominium is: Board of Managers, The Ely Astoria Condominium, 23-10 30th Drive, Astoria, New York 11102 or such other address as the Board of Managers of the Condominium selects.

EIGHTH: COMMON INTEREST.

Each Unit Owner shall have such Percentage of Common Interest in the Common Elements as is set forth in Schedule B attached hereto and shall be responsible for its pro rata share of the Common Expenses of the Condominium based upon such Percentage of Common Interest except as otherwise described herein. Each Residential Unit Owner shall have one vote for each Residential Unit owned by a Residential Unit Owner for all voting purposes at any meeting of the Residential Unit Owners. Parking Space Unit Owners shall not be entitled to any votes for any Parking Space Unit they own. The Percentage of Common 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. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

NINTH: ADMINISTRATION.

The administration of the Condominium, and parcel of Land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Schedule C.

TENTH: AMENDMENTS AND WITHDRAWAL.

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 Residential Unit Owners in number and in Common Interest and the first Mortgagees, if any, of each of these same Residential Units agree to such revocation or removal of the property from the Plan by duly recorded instruments.

B. The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66 2/3rds%) percent of the Residential Unit Owners in number held at a duly-called meeting of the Residential Unit Owners, provided however, that:

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

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

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

4. The Board of Managers and the Declarant, as long as the Declarant owns an Unsold Unit in the Condominium, shall have the right to amend the Declaration without the vote or consent of the Residential Unit Owners or the holders of any Residential Unit mortgages and to execute and record in the New York City Registrar's Office such amendment as may be required to reflect (i) changes in the Declaration (including Schedule B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections, or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium.

5. The Sponsor and the Board of Managers shall have the right to amend the Declaration and record the amendment in the New York City Register's Office without the vote of the Residential Unit Owners to reconfigure and renumber the Parking Space Units and in the Building under a revised Parking Space Unit plan. Notwithstanding said right any Residential Unit Owner who owns a Parking Space Unit shall continue to have the right to continue to utilize the same number of Parking Space Units in the revised Parking Space Unit plan.

6. A Purchaser or Residential Unit Owner who purchases or owns two (2) adjoining Residential Units and is desirous of consolidating the two (2) Residential Units into one (1) Residential Unit may do so subject to obtaining all approvals required by the New York City Department of Buildings, New York City Department of Finance and any other required municipal approvals and obtaining whatever insurance and/or surety is required by the Board of Managers to do whatever work is necessary to consolidate the two (2) Units. The Board of Managers shall be required to cooperate with the Purchaser in amending Schedule B to the Declaration to reflect the consolidation and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Residential Units that were consolidated and the Board of Managers shall

have the right to amend said Schedule B without the vote or approval of the Residential Unit Owners. All approvals, revisions, amendments to Schedule B of the Declaration and any other requirements including any legal, engineering, architectural or otherwise necessary to consolidate the Residential Units shall be at the Purchaser's or Residential Unit Owner's sole cost and expense.

7. In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Residential Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of common elements; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential Unit's Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Residential Units contained in Article XI of the By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

C. The Declarant, its successors, assigns and Purchasers of undeveloped or unsold Units shall have the right without vote or consent of the Unit Owners, the Board of Managers or the holders of Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Register's Office of the City of New York and elsewhere, if required by law, an amendment or amendments to this Declaration (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans and/or amended As-Built Floor Plans, Condominium or Unit

Designation Map filed as part of an amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built, or (ii) utility easements, or (iii) technical corrections to the Declaration and By-Laws to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of this Declaration to conform the model type, square footage and type and number of rooms and any other required information for a specified Unit, so long as the appurtenant Percentage of Common Interest does not change for said Unit subject to (v), (vii) and (viii) hereof or (v) to amend Schedule B prior to the first Closing, to effect a change in the Percentage of Common Interest of all or specific Units and revise Schedule B accordingly or (vi) to amend Schedule B of this Declaration to assign or revise Individual Residential Unit's Limited Common Elements appurtenant to a Residential Unit including Storage Spaces or (vii) to amend Schedule B of this Declaration to consolidate or subdivide Units subject to all necessary approvals by the Building Department of the City of New York or other municipality or administrative agency, to revise the square footage and type and number of rooms and
any other required information for a specified Unit and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Units that were consolidated or subdivided, or (viii) to effectuate permissible changes in unsold Units including the Percentage of Common Interest of one (1) or more of the Unsold Units as long as it does not change the Percentage of Common Interest of any sold Unit and to amend Schedule B accordingly, or (ix) to amend Schedule B to make technical corrections to said Schedule including, but not limited to, square footage of Units, assign or revise Individual Residential Unit's Limited Common Elements appurtenant to a Unit or to revise the number and description of rooms contained in a Unit or (x) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (xi) to make corrections that are patent errors, inconsistencies, scrivener's errors and technical errors, or (xii) to comply with any federal, state or city law or regulation that may affect the Condominium; or (xiii) the carrying out of other provisions of the Offering Plan of the Condominium.

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

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

ELEVENTH: SUBJECT TO DECLARATION, BY-LAWS, ETC.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

TWELFTH: COMMON CHARGES.

Common Expenses of the Condominium shall be determined by the Board of Managers of the Condominium. The Common Expenses of the Condominium shall be assessed to and paid by the Unit Owners of the Units based upon each Unit's Percentage of Common Interest as reflected in Schedule B of this Declaration. The assessments paid by the Unit Owners towards the Common Expenses of the Condominium shall be referred to as "Common Charges". The Percentage of Common Interest of a Parking Space Unit shall be added to the Percentage of Common Interest of the Residential Unit of the Residential Unit Owner who owns said Parking Space Unit and the Residential Unit Owner thereof shall pay all Common Charges associated therewith. 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 or her 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 and costs of collection (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.

Notwithstanding any other provision in this Declaration or the By-Laws any Mortgagee of an Institutional Mortgage as defined herein who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the Mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges the Mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Residential Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee

shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

Notwithstanding the above, pursuant to Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute as to the allocation of Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XII of the By-Laws of the Condominium.

In addition to the Board's right to bring an action to foreclose a lien on a Unit Owner's Unit, the Board (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event, the Condominium shall be entitled to recover all costs of suit including reasonable attorneys' fees.

Every Unit Owner shall pay the Common Charges assessed against the Unit Owner when due as determined by the Board of Managers and no Unit Owner may be exempt from liability for the payment of the Common Charges assessed against the Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a 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 the Unit Owner 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 By-Laws.

THIRTEENTH: UNITS ACQUIRED BY THE BOARD.

In the event any Unit Owner shall convey their 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.

FOURTEENTH: POWER OF ATTORNEY.

A. In order to carry out the provisions of Article Fourteenth of the Declaration and Article XI of the By-Laws, 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 acquired by the Board of Managers 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.

B. Each Residential Unit Owner shall upon becoming a Residential Unit Owner shall further grant an irrevocable power of attorney, coupled with an interest to the Board of Managers to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium.

FIFTEENTH: 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.

SIXTEENTH: 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 the Unit Owner ceases to own the Unit for any reason.

SEVENTEENTH: USE OF UNITS.

A. Residential Units shall be restricted to Residential Occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

B. Parking Space Units shall be used for the parking of an automobile and/or other permitted vehicle.

EIGHTEENTH: 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 (the "Grantee") shall be jointly and severally liable with the grantor (the "Grantor") for any unpaid Common Charges and any Special Assessments against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right

to recover from the Grantor the amounts paid by the Grantee 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 Unit conveyed be subject to a lien for any unpaid Common Charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include the holder of an Institutional Mortgage of record described in Article Thirteenth of this Declaration.

NINETEENTH: PARKING SPACE UNITS

Parking Space Units may only be owned by a Residential Unit Owner in this Condominium except as provided below.

As long as the Sponsor owns an Unsold Unit in the Condominium the Sponsor shall have the right to limit the number of Parking Space Units owned by a Unit Owner.

The Percentage of Common Interest of a Parking Space Unit shall be added to the Percentage of Common Interest of the Residential Unit of the Residential Unit Owner who owns said Parking Space Unit and the Residential Unit Owner thereof shall pay all Common Charges associated therewith.

Any Residential Unit Owner shall have the right to transfer and/or sell the Parking Space Unit to another Residential Unit Owner in the Condominium. In such an event all costs and expenses that may be associated with amending Schedule B of the Declaration of Condominium will be the sole obligations of the Residential Unit Owner who is transferring the Parking Space Unit.

Any Residential Unit Owner who owns a Parking Space Unit shall have the right to rent the Parking Space Unit to other Residential Unit Owners or tenants of a Residential Unit Owner in the Condominium.

Any Unit Owner of a Parking Space Unit designated as a handicapped space shall be subject to all applicable provisions of the City, State and Federal government regarding such handicapped space.

The Board of Managers shall be required to keep an overall list of all Parking Space Units assigned or rented to a Residential Unit Owner in the Condominium. All Residential Unit Owners in the Condominium will be obligated to advise the Board of Managers of any sale, transfer or rental of any Parking Space Unit.

Notwithstanding the above the Sponsor shall have the right to rent, lease or permit the use of a Parking Space Unit, if not owned by a Residential Unit Owner, to any non-resident or business establishment for the use of such non-resident or business establishment. In the event there are Parking Space Units that have not been sold to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to

bona fide Purchasers, the Sponsor shall have the right but not the obligation to convey any or all of the remaining Parking Space Units to the Condominium Board of Managers.

TWENTIETH: COVENANT OF FURTHER ASSURANCES.

Any party subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, or the occupant of a portion of a Unit, a Member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

If any Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within seven (7) days after request thereof, to take any action which the Unit Owner or such other party is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, or other party and such document or action shall be binding on such Unit Owner or other party.

If any Unit Owner or the Board of Managers or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within seven (7) days after request therefor, to take any action that the Board of Managers, any Unit Owner, or other party is required to take pursuant to this Declaration at the request of Declarant or Declarant's designee, then Declarant or Declarant's designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other party, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other party, as the case may be.

Each Unit Owner will have the affirmative duty to maintain its respective Unit in such a manner so as to reasonably prevent and avoid inflicting harm to other Units, the Individual Residential Unit's Limited Common Elements, the General Common Elements or the Building. In addition to any other remedies and/or rights the Board of Managers may have in this Declaration, the By-Laws and/or the Rules and Regulations of the Condominium, in the event any Unit Owner causes or permits any condition, or fails to take any action to prevent a condition, that has a deleterious effect on another Unit, any Limited Common Element, the General Common Elements or the Building, the Condominium Board will give written notice to such Unit Owner including a request that the Unit Owner take specific steps to ameliorate such a condition ("Remedy Notice"). If

the Unit Owner fails to remedy the condition within a reasonable period of time as provided in such Remedy Notice, the Board of Managers may, upon additional notice to the Unit Owner within a reasonable period of time determined by the Board of Managers, enter into the Unit and effect a reasonable remedy, at the Unit Owner's sole cost and expense.

In the event there are Parking Space Units that have not been sold to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to convey any or all of the remaining Parking Space Units to the Condominium Board of Managers.

TWENTY-FIRST: COVENANTS AND RESTRICTIONS.

The use of the Unit by the Unit Owners 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 alteration, addition, decoration or change to any part of the General Common Elements or Individual Residential Unit's Limited Common Elements, may be made and no structure or other improvement may be built or placed on any portion of the General Common Elements or Individual Residential Unit's Limited Common Elements, without the written consent of the Board of Managers. The provisions of this paragraph shall not apply to Declarant.

(c) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit, or any Individual Residential Unit's Limited Common Element, without the prior written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Unit or any Individual Residential Unit's Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers, setting forth the reasonable terms and conditions under which such alteration,

addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Building Department or any other agency of the City of New York or any other governmental or administrative agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to the Building Department or any other agency of the City of New York or any other governmental or administrative authority for a permit to make a structural addition, alteration or improvement in or to any Unit or Individual Residential Unit's Limited Common Element shall be completed by the Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Units and appurtenant Individual Residential Unit's Limited Common Elements owned for the exclusive use by the Declarant or its designee until such Units shall have been transferred to a Unit Owner by the Declarant or such designee.

The Board of Managers shall not use the above provisions in a way that would violate any rights a Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

(d) The balconies and terraces are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony or terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace except as required for repair or replacement.

(e) Any interior alterations or improvements made to a Residential Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

(f) Any Unit Owner who mortgages their Unit shall notify the Board of Managers providing the name and address of the Mortgagee.

(g) 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.

(h) 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.

(i) 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

(j) Parking Space Units may be used only for the purpose of parking automobiles and other permitted vehicles. In no event shall any Parking Space Units be converted into additional residential living space.

(k) The Bicycle Storage Space Area located on the cellar level may only be utilized by the Residential Unit Owners and occupants of the Residential Units, including tenants of the Residential Units for storage of bicycles. The Board of Managers may adopt rules and regulations regarding the use of the Bicycle Storage Space Area.

(l) 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 said regulations become effective.

(m) The Common Charges and any Special Assessments shall be paid when due.

TWENTY-SECOND: FIRST LIEN HOLDER'S RIGHTS.

A. Notices of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Condominium, (such request to state the name and address or such holder, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

(1) Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the General or Individual Residential Unit's Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

(2) Any proposed termination of the Condominium regime;

(3) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(4) Any delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, which such delinquency has continued for a period of sixty (60) days;

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium; and

(6) Any proposed action that requires the consent of a specified percentage of Mortgagees.

B. Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

(1) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Residential Units to which at least 51% of the votes of Residential Units subject to mortgages held by such eligible holders are allocated, is obtained;

(2) Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the eligible holders of first mortgages on Residential Units to which at least 51% of the votes of Residential Units subject to mortgages held by such eligible holders are allocated; and

(3) Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements

resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Residential Units to which at least 80% of the votes of Residential Units subject to mortgages held by such eligible holders are allocated.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in a Condominium which has requested notice in accordance with the provisions of (a) above.

TWENTY-THIRD: SPECIAL RIGHTS OF DECLARANT.

Notwithstanding anything to the contrary contained herein in addition to any rights granted to Declarant contained in the Declaration, By-Laws and/or Rules and Regulations; Declarant, its successors, assigns or designees shall have the right, without requiring the consent of either the Condominium or Board of Managers, and without charge or limitation, to:

(a) Have its employees, contractors, subcontractors and sales agents present on the properties described in Schedule A and any Building erected thereon.

(b) Erect and maintain signs and other promotional materials (including, without limitation, "For Sale", and "For Rent" signs), in connection with the promotion, sale, leasing, management, or operation of the Units or any other property, development or community the Declarant, its successors, assigns or designees so prescribe for life of the Condominium.

(c) Use any one or more Units as:

a. model Units,

b. offices for the promotion, sale, rental, management and/or operation of any unsold Units,

c. offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Common Elements and/or the Units; or any unsold Units; and/or

d. for any other purpose.

(d) Use any office in the Condominium for its exclusive use until such time as Sponsor no longer owns any Units in the Condominium.

(e) Retain Parking Space Units and license, rent, lease or permit the use of a Parking Space Unit to any non-resident or business establishment for the use of such non-resident or business establishment.

(f) Do and cause to be done all of the things that are necessary, desirable or appropriate (including, without limitation, the use of the Common Elements, the Units and any unsold Units) for the purpose of:

a. the promotion, sale, rental, management and/or operation of any unsold Units,

b. the performance and completion of installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Common Elements and/or

c. the exercise performance and discharge of Declarant's other rights and obligations under this Declaration, the By-Laws or the Rules and Regulations.

(g) Make any other changes required by the Building Department of the City of New York or any other agency of the City of New York or other municipal or administrative agency.

In no event, however, shall Declarant or such designee be entitled to use any portion of the Common Elements in such a manner as will unreasonably interfere with the use of the same or of any Unit for its permitted purposes.

The provisions of this Article Twenty-Third cannot be amended without the written consent of the Declarant, or its successors or assigns.

TWENTY-FOURTH: INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no wise affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

23-10 30th Drive Realty LLC

By: GVTB REALTY LLC, Its Manager

_____

BY: KONSTANDINOS VORILLAS,
ITS: MANAGING MEMBER

STATE OF NEW YORK)
)ss.:
COUNTY OF QUEENS)

On the ___ day of _____ in the year 2018, before me, the undersigned a Notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the First Ward of the Borough of Queens (formerly Fourth Ward of Long Island City), County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of 30th Drive (formerly Elm Street) distant 50 feet ½ inch Easterly from the corner formed by the intersection of the Easterly side of 23rd Street (formerly Ely Avenue) with the Southerly side of 30th Drive;

RUNNING THENCE Southerly at right angles to 30th Drive, 95 feet;

THENCE Easterly and at right angles as to the previous course, 50 feet ½ inch;

THENCE Northerly at right angles to 30th Drive, 95 feet to the Southerly side of 30th Drive;

THENCE Westerly along the Southerly side of 30th Drive, 50 feet ½ inch to the point or place of BEGINNING.

EXHIBIT B / SCHEDULE B TO THE DECLARATION OF
THE ELY ASTORIA CONDOMINIUM
23-10 30TH DRIVE
ASTORIA, NY 11102
Block 570
F/K/A LOT 29 N/K/A _____

				Percent		Limited Common Elements		Floor
UNIT	NUMBER OF	Location		of Common		Balcony	Terrace	Area
No.	BEDROOMS/BATHS	(Floor)	Usage	Interest	TAX LOT NO.	sq.ft.	sq.ft.	sq.ft.
2A	1/1	Second	Residential	6.06%	TBD	21	-	529
2B	1/1	Second	Residential	6.84%	TBD	23	-	595
2C	1/1	Second	Residential	6.95%	TBD	-	-	609
2D	1/1	Second	Residential	6.34%	TBD	-	-	553
3A	1/1	Third	Residential	6.27%	TBD	100	-	529
3B	1/1	Third	Residential	7.08%	TBD	100	-	595
3C	1/1	Third	Residential	7.20%	TBD	88	-	609
3D	1/1	Third	Residential	6.56%	TBD	90	-	553
4A	1/1	Fourth	Residential	6.49%	TBD	100	-	529
4B	1/1	Fourth	Residential	7.33%	TBD	100	-	595
4C	1/1	Fourth	Residential	7.45%	TBD	88	-	609
4D	1/1	Fourth	Residential	6.79%	TBD	90	-	553
5A	1/1	Fifth	Residential	7.24%	TBD	-	457	569
5B	1/1	Fifth	Residential	7.20%	TBD	-	294	473
P1		Outdoor	Parking	0.60%	TBD	-	-	
P2		Outdoor	Parking	0.60%	TBD	-	-	
P3		Outdoor	Parking	0.60%	TBD	-	-	
P4		Outdoor	Parking	0.60%	TBD	-	-	
P5		Outdoor	Parking	0.60%	TBD	-	-	
P6		Outdoor	Parking	0.60%	TBD	-	-	
P7		Outdoor	Parking	0.60%	TBD	-	-	

BY-LAWS
OF
The ELY ASTORIA Condominium

TSOROMOKOS & PAPADOPOULOS, PLLC
Attorneys for the Sponsor
45-02 Ditmars Blvd., Suite 1000
Astoria, New York 11105

SCHEDULE C
TO THE DECLARATION OF CONDOMINIUM

BY-LAWS
OF
The Ely Astoria Condominium

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BY-LAWS

OF

The ELY ASTORIA Condominium

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Unit Ownership.

The property located at 23-10 30th Drive, Borough and County of Queens, City and State of New York , as specifically set forth in the Declaration and more commonly known as The Ely Astoria Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability.

The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the Land and the Building and improvements thereon including the Condominium Residential Units, Parking Space Units (hereinafter referred to as "Residential and/or Parking Space Units" as applicable and when applicable to all referred to as "Units"), and the Common Elements and the use and occupancy thereof.

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 Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the 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.

Section 4. Definitions.

The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise stated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium.

The Condominium shall be limited to Unit Owners. "Unit Owner" as referred to herein shall mean all of the owners of each Residential Unit and any Parking Space Unit owned by such Residential Unit Owner in conjunction with said Residential Unit.

Reference to Unit or Unit Owner shall include any Parking Space Unit owned by the respective Residential Unit Owner unless otherwise indicated. The owners of the Residential Units shall hereinafter be referred to as Residential Unit Owners. The owners of the Parking Space Units shall be referred to as Parking Space Unit Owners.

Section 2. Voting.

Each Residential Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units), shall be entitled to cast one vote at all Unit Owners' meetings for each Residential Unit owned by such Residential Unit Owner subject to the restrictions contained herein, including the provisions regarding the election of Members to the Board of Managers as provided in Article III, Section 1 of these By-Laws. Parking Space Unit Owners shall not be entitled to vote other than in conjunction with the Residential Unit they own. In the event the Board of Managers acquires a Residential Unit on behalf of the Condominium it shall not cast any of its votes appurtenant to such Residential Unit, for the election of any Member to the Board of Managers. Any Residential Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Residential Unit Owners Residential Unit and/or Parking Space Unit shall be prohibited from voting at any annual, General or special meeting of the Residential Unit Owners.

Section 3. Quorum.

So many Residential Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Residential Unit Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Residential Unit Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Residential Unit Owners, the Residential Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Residential Unit Owners as shall represent at least thirty-three and one-third (33%%) percent of the total authorized votes of all Residential Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. If, however, such reduced quorum shall not be present or represented at any adjourned meeting of the Residential Unit Owners, the Residential 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. At such adjourned meeting so many Residential Unit Owners as shall represent at least twenty-five (25%) percent of the total authorized votes of all Residential Unit Owners shall constitute a quorum. At such adjourned meeting 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 Residential Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote.

At any meeting of Residential Unit Owners, every Residential Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Parking Space Unit Owners shall not be entitled to any vote other than that in conjunction with the Residential Unit they own. Any Residential Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Residential Unit Owners Residential Unit and/or Parking Space Unit shall be prohibited from voting at any annual, General or special meeting of the Residential Unit Owners.

Section 6. Proxies.

All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent.

Whenever the vote of Residential Unit Owners at a meeting is required or permitted by any provision of the Declaration or of these By-Laws or for an amendment to the Declaration or By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Residential Unit Owners may be dispensed with if all Residential Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings.

Meetings shall be held at 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 by Sponsor.

The initial Board of Managers will call for the first annual meeting of the Residential Unit Owners to elect a new Board of Managers within one (1) year of the Closing of the first Residential Unit. At such meeting, Members of the Board of Managers shall be elected by the Residential Unit Owners, other than the Members of the Board of Managers

the Sponsor shall have the right to designate, and the former Members of the Board of Managers shall thereupon resign. Thereafter annual meetings shall be held on or about the anniversary of such date each succeeding year or such other convenient date as the Board of Managers may so designate. At such meetings there shall be elected by ballot of the Residential Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Residential Unit Owners may also transact such other business of the Condominium as may properly come before them. The Sponsor will have voting control and may designate a majority of the Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than Sponsor, its Principals, successors, assignees and/or designees. A meeting will be held to elect new Members of the Board unrelated to Sponsor on or about thirty (30) days of the expiration of the control period. At such time as Sponsor no longer owns a Residential Unit in the Condominium, Sponsor may not be entitled to any seat on the Board of Managers.

Section 10. Special Meetings.

It shall be the duty of the President to call a special meeting of the Condominium, if so directed by the Board of Managers or upon the presentation to the Secretary of a petition signed by a majority of the Residential Unit Owners. The Secretary shall cause a notice of such special meeting stating the time, place and object thereof and the Officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 11 of this Article to each Residential Unit Owner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the special meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 10 unless a later date is agreed to in writing by the Residential Unit Owners of the Condominium entitled to vote or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all Residential Unit Owners of the Condominium are present in person or by proxy. Any or all of the Members of the Board of Managers of the Condominium, other than those designated by the Sponsor, may be removed with or without cause by vote of a minimum of 66 2/3^{rds} % in number of the Residential Unit Owners of the Condominium at a special meeting called pursuant to this section if the meeting is called for such purpose.

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 Residential Unit Owner of record, at least ten (10) but not more than thirty (30) 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 waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of Officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Members (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term.

From and after the First Annual Meeting, the I Board shall consist of three (3) persons elected by the Unit Owners (including Sponsor) (subject, however, to Sponsor's right to designate certain Board members during the Initial Control Period, as hereinafter set forth).. At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests appertaining to the Units owned by Sponsor as it sees fit. However, in addition, at elections of the Condominium Board held before the expiration of the Initial Control Period, Sponsor and/or its successor-in-interest shall have the right to designate two (2) members of the Board, in the aggregate, who are related to or affiliated with Sponsor, such successor-in-interest or other Unsold Unit Owner(s), and Sponsor, such successor-in-interest and all other Unit Owners shall have the right to elect the remaining member of the Board, who shall not be related to or affiliated with Sponsor, such successor-in-interest or other Unsold Unit Owners. Except for the Board members designated by Sponsor, all members of the Board must be either Unit Owners or certain interested parties as described in the By-laws. No member of the Board shall continue to serve on the Board if, during his or her term of office, said member shall cease to be a Unit Owner or an interested party. Each Unit Owner shall be entitled to one (1) vote for each unit owned. For so long as Sponsor or its successors own at twenty-five (25%) percent of the Units, but in no event later than the fifth anniversary of the First Unit Closing, Sponsor may designate up to two (2) of the three (3) Members of the Board. After the initial period of Sponsor control for so long as the Sponsor owns one (1) Residential Unit the Sponsor shall have the right to designate one (1) member to the Board. Any provision(s) that give the sponsor control of the enforcement of sponsor's obligations are not lawful.

All members of the Condominium Board and officers shall serve without compensation from the Condominium, and Sponsor has agreed that the By-laws will not be amended to provide otherwise while Sponsor is in control of the Condominium Board.

The term of office of the members of the Board shall be for one year or until their successors are elected. Any member of the Condominium Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, or by overnight

courier to the President or Secretary of the Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A member of the Board may be removed with or without cause by an affirmative vote of a majority of Unit Owners (as defined in the By-laws) who are present at a meeting containing a quorum of Unit Owners; provided, however, that Condominium Board members designated by Sponsor may only be removed with cause and replaced by another Sponsor designee. No member of the Board shall continue to serve on the Condominium Board if, during his or her term of office, such member shall cease to be a Unit Owner or an interested party as described in the By-laws; provided, however, that this provision respecting Unit ownership and Board membership shall not apply to members of the Board designated by Sponsor.

Upon the affirmative vote of a majority of the members of the Condominium Board, any officer may be removed with or without cause. A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose except that any Board Member designated by the Sponsor who is removed for cause shall be replaced by the Sponsor with a Board Member of the Sponsor's choice at the Sponsor's sole discretion.

The Condominium Declaration and By-Laws each provide that the same may be amended by the vote of Units Owners owning at least 66-2/3 percent of the Common Interests; provided however, no such amendment affecting provisions related to the Commercial Unit is effective without the vote and/or written consent of the Commercial Unit Owner.

The By-Laws provides that each Board Member is indemnified by all of the Unit Owners, to the extent of the Common Interest allocated to each of their respective Units from any liability or claim arising from their acts as Board Members, except in cases of bad faith or willful misconduct, or any liability associated with self-dealing by such Board Member.

Parking Space Unit Owners shall not be entitled to any votes for any Parking Space Unit they own. Thereafter, annual meetings shall be held on the anniversary date of each succeeding year, unless such date is changed by the Board of Managers.

This Section may not be amended without the written consent of the Sponsor.

Section 2. Vacancy and Replacement.

If the office of any Member or Members becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Managers, though less than a quorum, at a special meeting of Members 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. In the event of the failure to hold any election of the Members of the Board of Managers at the time designated for the annual election of the Members of the Board of Managers or in the event that the Members of the Board of Managers shall not have filled any such vacancy, or if the Board of Managers so determines, a special meeting of the

Residential Unit Owners to elect new Members to the Board of Managers or to fill such vacancy or vacancies may be called in the manner Generally provided for the calling of special meetings of the Residential Unit Owners. If the vacancy occurs with respect to any Member of the Board of Managers who has been designated by the Sponsor, only the Sponsor shall have the right to choose such Member's successor to fill the unexpired portion of the term. In addition, the Sponsor shall have the right to substitute its Board of Managers appointees at its discretion.

The Board of Managers shall also have the right to call for a special meeting in accordance with Article II, Section 10 to elect the Member's successor to fill the unexpired portion of the term of office.

Section 3. Removal.

Members, other than Sponsor designees, may be removed with or without cause by an affirmative vote of 66 2/3rds % in number of the Residential Unit Owners entitled to vote at a special meeting called pursuant to Article II, Section 10 of these By-Laws. Sponsor designees may only be removed by the Sponsor. No Member other than a Member designated by the Sponsor shall continue to serve on the Board if, during their term of office, they shall cease to be a Residential Unit Owner. In the event a Sponsor designee Member is removed, the Sponsor shall have the sole right to designate a replacement. Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium. For so long as Sponsor continues to own one Residential Unit the Sponsor shall have the right to designate one Board Member.

Section 4. Resignation.

Any Member may resign at any time by written notice delivered in person or sent by certified registered mail to an Officer of the Condominium. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. Suspension

Any Member of the Board of Managers in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, together with late fees, interest and expenses, if any, are paid in full to the Condominium.

Section 6. First Board of Managers.

The first Board of Managers shall consist of three (3) Members appointed by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Residential Unit Owners. Any or all of said Members shall be subject to replacement at the sole discretion of the Sponsor and/or in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 7. Powers.

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

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

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

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

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

5. 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.

6. 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, including any inspection or repairs necessitated by mold. No prior notice shall be required in the event the Board of Managers

shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Unit Owner will be at the expense of the Unit Owner.

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

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

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

10. To make reasonable Rules and Regulations pursuant to Article VIII of these By-Laws applicable to all Units and all Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner. Notwithstanding the above, the Board of Managers shall not be able to pass or adopt any Rule or Regulation affecting the Sponsor without the written consent of the Sponsor.

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

12. To bring and defend actions by or against one or more Unit Owner and pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, Section 6 (c) of these By-Laws.

13. To acquire a Unit 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 subject to any restrictions contained in these By-Laws, 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.

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

To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the General Common Elements, and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to maintain, repair and/or replace as provided for in the Declaration and/or these By-Laws. Notwithstanding, no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Percentage of Common Interest in the Common Elements without the written consent of the Owners of said Unit.

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

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

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

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

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

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) Member of the Board of Managers, which, to the extent provided in said resolution or resolutions, shall have and may exercise the

powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided 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 of Managers as required.

(c) The Condominium Board may not, for as long as Sponsor has title to the Units having more than 25 percent of the aggregate Common Interests pertaining to all Units, but in no event later than five (5) years after the First Unit Closing, whichever shall first occur, take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit unless the same are required to comply with applicable laws or regulations, (b) assess any Common Charges or Special Assessments for the creation of, addition to or replacement of or addition to all or part of a reserve, contingency or surplus fund, (c) increase or decrease the number, or change the kind of, employees from that described in the First Year's Budget, (d) enter into any service or maintenance contract for work or otherwise contract for work or services not covered in the First Year's Budget, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to comply with applicable laws or regulations or to remedy any notice of violation or work order of the Condominium's insurer.

Sponsor shall at all times uphold its fiduciary duty to the Unit Owners and Board of Managers. Additionally, the Board of Managers, regardless of composition, will work in the best interest of the condominium and its unit owners.

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

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or
(iii) to remedy any work order by an insurer; or
(iv) necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

(e)

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

Section 8. Repairs and Maintenance.

Except as hereinafter provided, all maintenance, painting, repairs and replacement of the General Common Elements as described in the Declaration of Condominium shall be the responsibility of the Board of Managers on behalf of the Condominium and contracted for by the Board of Managers on behalf of the Condominium. The cost thereof shall be a Common Expense of the Condominium and paid for by all Unit Owners as provided in Article VI of these By-laws. Notwithstanding, if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

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

All maintenance (including electrical repairs and plumbing stoppages and repairs in the Residential Units, cleaning of interior of windows and painting and decorating of the interior of the Residential Units), repairs and replacements to the Residential Units including doors which open from a Residential Unit for which painting, if required, is performed by the Board of Managers, and repairs to pipes, wires and conduits located in and servicing an individual Residential Unit, other than as set forth above shall be made by the respective Residential Unit Owner at the Residential Unit Owner's expense. This would include but not be limited to all painting and decorating to the interior of the Residential Units, maintenance, repair and replacement of individual appliances including but not limited to laundry equipment located within a Residential Unit, individual heating and cooling systems for the Residential Units and the interior side of all entrance doors.

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

Unit and the cost of such repair or replacement shall be charged to the responsible Residential Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any balcony and/or terrace that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense. All General maintenance and repairs of a balcony and/or terrace that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks and the repair or replacement of the surface of the balcony and/or terrace), shall be the responsibility of the Residential Unit Owner whose balcony and/or terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The balconies and terraces are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace except as required for repair or replacement.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in the Residential Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit a Residential Unit exclusively shall be the sole responsibility of the Residential Unit Owner for such equipment, services, etc.

All repairs and replacement of windows, and any snow removal from the General Common Elements shall be contracted for by the Board of Managers on behalf of the Condominium and the cost thereof shall be a Common Expense of the Condominium payable by all Unit Owners as provided in Article VI of these By-Laws.

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

All repairs and maintenance to Parking Space Units shall be the responsibility of the Condominium and a Common Expense of the Condominium.

All major repairs and replacements to any Storage Space that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense. All General maintenance and repairs of a Storage Space that is an Individual Residential Unit's Limited Common Element, including General cleaning, all repairs not major in nature, (including the repair or replacement of the surface of the Storage Space), shall be the responsibility of the Residential Unit Owner whose Storage Space is an Individual Residential Unit's Limited Common Element of their Residential Unit. Storage Spaces may be used only for storage of normal household items. Nothing shall be stored in a Storage Space that will result in the cancellation or increase of insurance on the Building, or the contents thereof, or that would be in violation of any law. No inflammable, combustible, or explosive fluid, material, chemical or substance shall be stored in a Storage Space.

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

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

In the event that a Unit Owner fails to maintain, repair or replace its Unit or any Individual Residential Unit's Limited Common Element which maintenance, repair or replacement is necessary to protect any of the General Common Elements, any other portions of the Building or any other Unit or other Individual Residential Unit's Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential Unit Owner to do so after reasonable time provided by written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge said Unit Owner for the

cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Unit Owner for repairs, maintenance and/or replacement to their Unit or for repairs to any Common Elements 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 Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Section 9. Compensation.

Members and Officers of the Board of Managers, as such, shall receive no compensation for their services.

Section 10. Meetings.

(a) The first meeting of the Members of the Board of Managers newly elected by the Residential Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Residential Unit Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board of Managers shall take place.

(b) Regularly scheduled meetings of the Board of Managers may be held without special notice.

(c) Special meetings of the Board of Managers may be called by the President on two (2) days notice to each Member either personally, by mail or by electronic mail. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of a majority of the Members of the Board of Managers.

(d) At all meetings of the Board of Managers, a majority of the Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Members 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 Members, the Members 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 Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board of Managers shall be a waiver of notice by the Member of the time and place thereof. If all the Members are present at any meeting of the Board of Managers, no notice shall be required and any business may be transacted at such meeting.

(f) Members of the Board of Managers may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 11. Annual Statement.

The Board of Managers shall furnish all Residential Unit Owners and shall present annually (at the annual meeting, but in no event later than four (4) months after the close of the fiscal year) and when called for by a vote of the Residential Unit Owners at any special meeting of the Residential Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement prepared by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owner and a notice of the holding of the annual Residential Unit Owners meeting. During the period the Sponsor retains a majority of the Members of the Board of Managers the annual statement shall be a certified statement verified by a certified public accountant.

Section 12. 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 of the Condominium.

Section 13. Management Agent.

The Board of Managers may employ a management agent for the Condominium under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

Section 14. Liability of the Board of Managers, Officers and Unit Owners.

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

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Member's testator or intestate, was a Member of the Board of Managers or Officer or the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer if a judgment establishes that the Member's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member was not legally entitled.

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

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

ARTICLE IV. OFFICERS

Section 1. Elective Officers.

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Residential Unit Owners or Members of the Board of Managers except for any Assistant Secretaries or Assistant Treasurers who do not need to be Residential Unit Owners or Members of the Board of Managers. Two (2) or more offices may be held by the same person, except for the President, who can only hold the office of President.

Section 2. Election.

The Board of Managers at its first meeting after each annual Residential Unit Owners Meeting shall elect a President, a Vice President, a Secretary and a Treasurer.

Section 3. Appointive Officers.

The Board of Managers 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 of Managers.

Section 4. Term.

The Officers shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President.

The President shall be the chief executive Officer of the Condominium; shall preside at all meetings of the Residential Unit Owners and Members, the President shall be an exofficio member of all standing committees, shall have General and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York. The President may delegate obligations and responsibilities to other officers.

Section 6. The Vice President.

The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act and shall have

such other powers and duties as are usually vested in the office of Vice President of a 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 of Managers and all Residential Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Residential Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

Section 8. The Treasurer.

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

The Treasurer shall disburse the funds of the Condominium as the Treasurer may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and Members, at the regular meeting of the Board of Managers or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each 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 or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition.

Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Member of the Board of Managers or any 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 or by courier service, addressed to the Board of Managers, such Member 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 supplement to the Budget to every Unit Owner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the General Common Elements, Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium and other Common Expenses including but not limited to the Common Expenses provided in Article VI, Section 3 of these By-Laws, as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the provisions of Section 9 hereof.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen or which exceed the amount Budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over a period of time as it may determine. Unit Owners shall pay their portion of any Special Assessments in accordance with Section 9 of this Article VI.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Unit. In the event any Unit Owner fails

to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a "late fee" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charges by any Unit Owner, the Board of Managers, at its 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 of Managers 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 the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Unit Owner which remains unpaid as provided in Article IX of these By-Laws from its due date.

No Unit Owner shall be liable for any Common Charges which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit Owner in accordance with these By-Laws and the Declaration. A Purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against the Unit, as well as unpaid Common Charges assessed against the Unit at the time of the purchase.

Notwithstanding any other provision in the Declaration or these By-Laws any Mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the Mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the Mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable. The 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 Sponsor to a Purchaser of a Unit or in which the Sponsor participates with one of the above.

Section 3. Purpose of Common Charges.

The Common Charges shall be used to pay for the Common Expenses of the Condominium including but not limited to operation, repair and maintenance of the General Common Elements, and any Individual Residential Unit's Limited Common Elements the Condominium is responsible to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-Laws. Said Common Expenses shall include the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Article VIII and the fees and disbursements of the Insurance Trustee, drainage, sewer, water and/or storm systems (including sewers, storm sewer and/or water pipes, drywells, detention tanks or other facilities servicing the drainage, sewer water and/or storm systems as applicable), and other Building wide obligations of the Condominium contained in the Declaration and these By-Laws, including, without limitation, an amount for working capital of the Condominium, for a General operating reserve, for a reserve fund for replacements, insurance; common utilities; labor; common water and sewer charges; legal and accounting; services and supplies; management fees; contingencies and any other expenses that are Common Expenses of the Condominium and to make up any deficit in the Common Expenses from any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

Section 4. Foreclosures of Liens for Unpaid Common Charges.

The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Unit. In either event the Unit Owner shall be liable for all costs of suit, including reasonable attorney's fees.

Section 5. Statement of Common Charges.

Upon the written request of any Unit Owner or their Mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their Mortgagee with a written statement of the unpaid Common Charges due from such Unit Owner.

Section 6. Liability for Utilities.

Any utility, including electricity and gas, individually consumed and individually metered or sub-metered in an individual Unit shall be the sole expense of each individual Unit Owner.

Section 7. 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 Common Charges 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 Common Expenses and for the purchase, lease, sale or other expenses resulting from the purchase or lease of a Unit.

Section 8. Other Accounts.

The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purpose including a reserve account and working capital account.

Section 9. Determination of Common Expenses and Fixing of Common Charges.

The Board of Managers shall from time to time, and at least annually, prepare a Budget for the operation of the General Common Elements, Individual Residential Unit's Limited Common Elements that the Condominium is responsible to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-Laws as well as Common Expenses of the Condominium, determine the amount of the Common Charges payable by the Unit Owner(s) to meet the Common Expenses and other expenses applicable thereto, and allocate and assess such Common Charges and Common Expenses among all the Unit Owners in proportion to their respective Percentage of Common Interest in the Condominium as reflected in Schedule B of the Declaration of Condominium or as provided below. The Percentage of Common Interest of a Parking Space Unit shall be added to the Percentage of Common Interest of the Residential Unit who owns said Parking Space Unit and the Residential Unit Owner thereof shall pay all Common Charges associated therewith. Notwithstanding the above, as provided in Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses, no matter how classified, based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners, in the event of any dispute as to the allocation of Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XII of the By-Laws of the Condominium.

The Common Expenses of the Condominium shall include but not be limited to the Common Expenses referred to in Article VI, Section 3 of these By-Laws.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each Budget on which such Common Charges and Expenses are based, to all Unit Owners.

The Sponsor, its successor, assignee and/or designee shall be responsible for the Common Charges assessed against each Unit owned by the Sponsor, its designee, assignee and/or successor until such Unit is transferred to a bona fide Purchaser.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board of Managers.

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from Generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements no matter how classified, and the Units in the Building of the Condominium (except Land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, Building service equipment and supplies, and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Residential Unit Owners), contained therein, covering the interest of the Condominium, the Board of Managers and all Residential Unit Owners and their Mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of Land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard Mortgagee clause in favor of each Mortgagee of a 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 as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee and that the net proceeds thereof, if $40,000.00 or less, shall be payable to the Board of Managers, and if more than $40,000.00 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's Mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership applicable to said Unit.

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

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by 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 canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all Mortgagees of a Unit. Duplicate originals of all policies of physical damage insurance and of all renewals

thereof together with proof of payment of premiums, shall be delivered to all Mortgagees of a Unit at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

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

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

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the

aggregate amount of such bonds be less than a sum equal to 3 months aggregate assessments on all Residential Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee.

Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae, also receive such notice of cancellation or modification.

Section 2. The Insurance Trustee.

The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company located in the State of New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $10,000,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty.

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

the Board of Managers may assess all the Residential Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Residential Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Residential Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceed 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 the their respective Percentage of Common Interest, after first paying out of the share of each Residential Unit Owner the amount of any unpaid liens on the Residential Unit Owner's Unit in the order of the priority of such liens.

ARTICLE VIII. RULES AND REGULATIONS

Section 1. General

In addition to the other provisions of these By-Laws, the following Rules and Regulations together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all Unit Owners, residents and occupants thereof.

(a) Uses.
   a. All Residential Units shall be used for residential purposes only in accordance with municipal regulations. All rentals other than rentals by the Sponsor must be subject to local zoning ordinances and any City and State requirements.
   b. Parking Space Units shall be used for parking of an automobile and other permitted vehicles.

(b) Unit Owners, members of their families, their employees, tenants, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the Condominium.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(d) 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, the Unit Owner's permitted lessees and occupants of such Units, their respective family members and guests, employees or such other person for whose conduct the Unit Owner is legally responsible.

(e) Maintenance.

a. Every Unit Owner must perform promptly all maintenance and repair work to their own Unit and any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use which is their sole responsibility and, if not done would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which the Unit forms apart, the Unit Owner being expressly responsible for the damages and liabilities that the failure to do so may engender.

b. All the repairs to internal installations of the Residential Unit located in and servicing only that Residential Unit, such as telephones and sanitary installations shall be at the Residential Unit Owner's expense.

(f) Structural Changes.

a. No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit or any Individual Residential Unit's Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. In addition, no structural addition, alteration or improvement to the terraces and/or balconies which are an Individual Residential Unit Owner's Limited Common Element shall be permitted unless required as part of the General maintenance, repair or replacement of the terraces and/or balconies. The Board of Managers shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Unit or any Individual Residential Unit's Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation,the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its Members and Officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Building Department or any other agency of the City of New York or any other governmental or administrative agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall

pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to the Building Department or any other agency of the City of New York or any other governmental or administrative authority for a permit to make a structural addition, alteration or improvement in or to any Unit or Individual Residential Unit's Limited Common Element for its exclusive use shall be completed by the Unit Owner and executed by the Board of Managers only,. without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or material men on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising thereof.

These provisions shall not apply to Units owned by the Sponsor or its designee until such Units shall have been initially conveyed by the Sponsor or such designee.

The Board of Managers of the Condominium shall not use the above provisions in any way that would violate any rights a Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

b. No alteration, addition or change to any part of the General Common Elements or any Individual Residential Unit's Limited Common Elements may be made and no structure or other improvement (including Landscaping) may be built or placed on any portion of the Common Elements or Individual Residential Unit's Limited Common Elements without the written consent of the Board of Managers.

(g) The Common Elements shall not be used for storage purposes except if specifically designated for such purposes.

(h) No Residential Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Residential Unit.

(i) Each Unit Owner shall keep their Unit and its appurtenant Individual Residential Unit's Limited Common Elements in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(j) The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Units and the Building. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building.

(k) No article (including, but not limited to, garbage cans, bottles or mats) may be placed in any of the passageways, public halls, vestibules, corridors or stairways of the Condominium, nor may any fire exit be obstructed in any manner.

(l) Unit Owners, residents, occupants, tenants, agents, servants, licensees or their guests are not permitted to play in, exercise or use for any unintended purposes, the entrances, passageways, public halls, vestibules, corridors and stairways of the Condominium.

(m) No public hall of the Condominium is permitted to be decorated or furnished by any Unit Owner in any manner.

(n) The following rules and regulations shall be applicable to the elevator in the Building:

a. The elevator of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Units or halls and floors of the Condominium.

b. No article (including, but not limited to, garbage cans, bottles or mats) may be placed in the elevator.

c. Unit Owners, residents, guests, tenants, clients, employees, licensees or occupants are not permitted to play in, exercise or use for any intended purposes the elevator of the Condominium.

d. The elevator or elevator cab of the Condominium cannot be decorated or furnished by any Unit Owner in any manner.

e. All vendors, contractors, sub-contractors and other personnel transporting any equipment, appliances, furniture, plants or other fixtures to a Unit must utilize the elevator at times designated for such purpose by the Board of Managers. All Unit Owners, tenants or other residents of the Building moving in or out or transporting any equipment, appliances, furniture or plants or other fixtures must utilize the elevator at times designated for such purpose by the Board of Managers. The Board of Managers may charge a move in and/or move out fee.

f. The Board of Managers shall be authorized to adopt separate rules and regulations regarding the elevator for use as a service elevator including hours of operation, a move in and move out fee and such other rules and regulations to insure the efficient operation of the elevator.

(o) No baby carriages, bicycles, scooters, or similar vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

(p) Nothing shall be hung or shaken from any doors, windows, balconies and/or terraces, or placed upon the exterior window sills, of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance there from. The Common Elements and Individual Residential Unit's Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(q) There shall be no playing or lounging in the elevator, entrances, passageways, public halls, vestibules, corridors, or stairways, of the Building, except in any designated recreational areas, if any, or other areas designated as such in the Declaration or by the Board of Managers.

(r) The Board of Managers or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements that may be devoted to storage, recreation, or service purposes in the Building.

(s) Nothing shall be done or kept in any Unit or in any Individual Residential Unit's Limited Common Element that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in their Unit or in any Individual Residential Unit's Limited Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of the Unit Owner's family members, tenants, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in their Unit or Common Elements, no matter how classified, any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or the Common Elements, no matter how classified.

(t) No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Residential Unit or individual Residential Unit's Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner, family members, tenants, agents, servants, employees, licensees, visitors or occupants of a Residential Unit shall play any musical instrument, or shall operate or permit to be operated a Compact Disk Player, IPod, computer, phonograph, radio, television set, or other similar equipment in such Residential Unit Owner's Residential Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner, family members, tenants, agents, servants, employees, licensees, visitors or occupants of a Residential Unit practice either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board of Managers.

(u) No Unit Owner shall install any plantings in the Common Elements or Individual Residential Unit's Limited Common Elements without the prior written approval of the Board. It shall be the responsibility of each Unit Owner to maintain all plantings in the Units and Individual Residential Unit's Limited Common Elements to prevent any damage to floors, walls or any other part of the Building or other Unit. Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

(v) In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws

and applicable zoning, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

(w) The terraces and/or balconies designated as Individual Residential Unit's Limited Common Elements are not permitted to be used for storage and are not permitted to be enclosed. No barbecuing is permitted on the terraces and/or balconies or any other area of the Common Elements unless permitted by the Board of Managers and as long as said barbecuing is not in violation of any City, fire or administrative code. All drains located on a balcony and/or terrace must be kept open at all times.

(x) No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

(y) No sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

(z) All radio, television, or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(aa) No television or radio receiving device or any other type of receiving or transmitting device shall be erected on the exterior or roof of the Building or on any Individual Residential Unit's Limited Common Element without the prior written consent of the Board of Managers. The Board of Managers may adopt such rules and regulations pertaining to satellite dishes so as to comply with current Federal Communications Commission rules.

(bb) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Residential Unit.

(cc) The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

(dd) The Board or the Managing Agent may retain a pass-key to each Unit for emergency access to the Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to their Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an Officer of the Condominium or an Officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

(ee) If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by their agent, tenant, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the Managing Agent shall (Except as provided in Rule (dd) above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(ff) No Unit Owner of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

(gg) Any Unit Owner who mortgages, sells or leases their Unit shall immediately notify the Board of Managers, providing the name and address of the new Mortgagee, new Unit Owner or tenant within thirty (30) days of the Closing of the mortgage, within thirty (30) days of the execution of the Purchase Agreement of the sale of the Unit for the new Purchaser or thirty (30) days prior to any tenant occupying the Unit, whichever is applicable.

(hh) The Board of Managers shall, at the request of the Mortgagee of the Unit, report any delinquent assessments due from the Owner of such Unit.

(ii) Residential Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and the management of the Building.

(jj) Residential Unit Owners will be permitted to keep dogs, cats or other common household pets in their Residential Unit subject to the provisions of this regulation. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. No animals may be kept or maintained in a Unit for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon fifteen (15) days written notice to the Residential Unit Owner by certified mail

or other means evidencing receipt of the written notice by the Residential Unit Owner from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further limit the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for picking up and disposing of their pets' waste and for any damage caused by their pets to any Common Elements of the Condominium.

(kk) All Residential Unit Owners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Residential Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Residential Unit.

(ll) No window guards or window decorations (other than curtains and window treatments which conform to the By-Laws) are permitted to be used in or about any Residential Unit, unless otherwise required by law, except such as will have been approved in writing by the Board of Managers. The Board of Managers shall have the right to designate or approve a contractor to do any of such work at the Residential Unit Owners' sole expense. In no event however, shall any exterior glass surface of any windows of a Residential Unit be colored or painted. In the event window guards are required in a Residential Unit, the cost of installing the window guards shall be the sole responsibility of the Residential Unit Owner.

(mm) Corridor doors are required to be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(nn) Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees are not permitted at any time or for any reason whatsoever to enter upon or attempt to enter upon the roofs of the Building except for the portion of the roof used for passive recreational use by the Residential Unit Owners. The Board of Managers shall have the right to adopt rules and regulations regarding the use and times of operation of the portion of the roof used for passive recreational use by the Residential Unit Owners including requiring a deposit for any damage caused to said area and charging a fee for said use. No barbequing is permitted on the portion of the roof used for passive al use by the Residential Unit Owners, unless barbequing is not in violation of any municipal or fire code and prior written approval is received by the Board of Managers.

(oo) No group tour or exhibition of any Unit or its contents may be conducted, nor will any auction sale or other sale of contents be permitted to be held in any Unit, without the prior consent of the Board of Managers.

(pp) Any Storage Space may be used only for storage of normal household items. Nothing shall be stored in a Storage Space that will result in the cancellation or increase of insurance on the Building, or the contents thereof, or that would be in violation of any law. No inflammable, combustible, or explosive fluid, material, chemical or substance shall be stored in a Storage Space. All major repairs and replacements to any Storage Space that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense. All General maintenance and repairs of a Storage Space that is an Individual Residential Unit's Limited Common Element, including General cleaning, all repairs not major in nature, (including the repair or replacement of the surface of the Storage Space), shall be the responsibility of the Residential Unit Owner whose Storage Space is an Individual Residential Unit's Limited Common Element of their Residential Unit. All provisions for safety shall be the sole responsibility of the Unit Owners.

(qq) The Bicycle Storage Space Area located on the cellar level may only be utilized by the Residential Unit Owners and occupants of the Residential Unit, including tenants of the Residential Unit for storage of bicycles on a first come first serve basis. The Board of Managers may adopt rules and regulations regarding the use of the Bicycle Storage Space Area.

(rr) No Residential Unit Owner shall make any changes, additions or alterations to a Residential Unit prior to the issuance of a Final Certificate of Occupancy for the Building and/or Residential Unit. No Residential Unit Owner shall make any changes, additions or alterations to a Residential Unit that will prevent the renewal or extension of a Temporary Certificate of Occupancy and/or a Final Certificate of Occupancy for the Residential Unit or Building. Any Residential Unit Owner making such change, addition and/or alteration shall be solely liable and responsible and shall pay all costs and expenses required to replace and/or repair the Residential Unit as may be required by the Department of Buildings of the City of New York or any other City, State or Municipal agency so that the Residential Unit and/or Building shall obtain a renewal or extension of a Temporary Certificate of Occupancy and/or the issuance of a Final Certificate of Occupancy . In the event the Residential Unit Owner fails to replace and/or repair the Residential Unit so as to obtain an extension or renewal of a Temporary Certificate of Occupancy and/or issuance of a Final Certificate of Occupancy , the Board of Managers of the Condominium shall have the right to enter into and upon the Residential Unit upon reasonable notice and make all necessary changes required to obtain an extension or renewal of a Temporary Certificate of Occupancy or the issuance of a Final Certificate of Occupancy . All costs and expenses, including reasonable legal fees, incurred by the Condominium shall be charged to the Residential Unit Owner and additional Common Charge to the Residential Unit Owner.

(ss) The Board of Managers shall have the right to promulgate rules and regulations regarding the gym, the recreational rooftop area and any other common facility being utilized by all Residential Unit Owners, including

requiring a deposit for any damage caused thereto and charging a fee for said use.

(tt) Smoking shall be prohibited in all indoor locations of the condominium, including common areas and dwelling units, as well as all outdoor areas of the premises, including but not limited to courtyards, rooftops, balconies and patios and any other outdoor areas connected to the dwelling units. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property. Smoking shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars or pipes.

Notwithstanding the said prohibition against smoking, the Board may designate (or remove from designation) an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke.

Section 2. Violations of Rules and Regulations.

(a) Upon receipt, by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules and Regulations or other provisions of the By-Laws or the Declaration of Condominium as herein established or hereafter established or adopted by the Board of Managers, the Board of Managers shall make a determination as to the validity of the complaint.

(b) If, it is determined that the complaint is valid and justified the Managing Agent, if any, or the Board of Managers if no Managing Agent, shall be directed to send written notice to the violator levying a fine or up to one hundred and fifty ($150) dollars upon the violator and instructing the violator to stop, curtail, correct or eliminate the violation, if applicable, within a period of three (3) days from the date of receipt of such notice. Such fine is to be considered as an additional Common Charge obligation to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Condominium or By-Laws. If the violation is not stopped, curtailed, corrected or eliminated, the Board of Managers may assess additional fines of up to one hundred and fifty ($150) dollars each and may continue to levy additional fines of up to one hundred and fifty ($150) dollars every 30 days thereafter. The initial fine and any additional fines shall be cumulative. If the violation results in loss of or damage to property classified as a Common Element, the Board of Managers shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

(c) In addition to the right to issue fines for violations of the Rules and Regulations as provided above the Board of Managers shall be entitled to any other remedies that

may be available to the Board of Managers to enforce the Declaration of Condominium, the By-Laws and/or the Rules and Regulations of the Condominium.

Section 3. Costs.

Any costs incurred by the Board of Managers to remedy or cure any violation of the Rules and Regulations, By-Laws or Declaration of Condominium as herein or hereafter established, shall be an additional Common Charge charged to the violator in addition to the fine(s) levied upon the violator as described in Article VIII, Section 2 of the By-Laws. In the event a Unit Owner's tenant violates the provisions of any Rule and Regulation or any other provision of the By-Laws, fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with the Unit Owner's tenant for the payment of same.

In the event the Board of Managers institutes legal action for the collection of any fines for the enforcement of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Board of Managers on behalf of the Condominium, plus interest and costs of suit.

Section 4. Board of Managers Right to Change Rules and Regulations.

Except as may be otherwise provided in this Article VIII, the Board of Managers shall have the following rights:

(a) The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more or all Unit Owners, occupants, lessees, guests and any other person residing in the Building, any Rule or Regulation at any time prescribed for the Condominium when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium or the preservation of good order therein, or for the operation or maintenance of the Condominium or the equipment thereof, or the comfort of the Unit Owners, occupants or others in the Condominium. No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one Unit Owner, occupant lessee, guest or other person residing in the Building will operate as a rescission, alteration or waiver in respect of any other Unit Owner.

(b) Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

(c) The Board shall have the right to increase the maximum amount of a fine imposed on the Unit Owners. If the Board increases the maximum amount of

a fine as it applies to all Unit Owners it shall do so only after a notice has been sent to the Unit Owners advising them of the increase.

Section 5. Sponsor.

The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

Section 6. Complaints.

Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

ARTICLE IX. DEFAULT

In the event a Unit Owner does not pay any Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments required to be paid when due, as determined by the Board of Managers, the Board of Managers, acting on behalf of the Condominium shall notify the Unit Owner and the Mortgagee, if any, of such Unit and may place a lien on such Unit pursuant to the provisions of Section 339-z of the Real Property Law of the State of New York.

In the event a Unit Owner does not remit payment of their Common Charges, Special Assessments, or any other sums, charges or assessments required to be paid when due the Unit Owner shall be required to pay all late fees and other fees as provided for in Article VI, Section 2 of these By-Laws.

The Board may take action to foreclose any lien for past due Common Charges in accordance with Section 339-aa of the Real Property Law or otherwise. During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to judgment of foreclosure and sale and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same.

The Board of Managers (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges Special Assessments, fines, late fees or any other sums, charges or assessments determined by the Board of Managers at the option of the Board of Managers, without foreclosing or waiving the lien securing such charges. In such an event the Unit Owner shall be liable for the reasonable costs and reasonable attorney's fee incurred by it incident to the collection of the delinquent Common Charges.

Notwithstanding the above any foreclosure by a holder of an Institutional Mortgage shall be subject to the provisions of Article VI, Section 2 of these By-Laws.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Residential Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by sixty-six and two-thirds (662/3rds%) percent of the Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition the following shall apply to amendments to the By-Laws:

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

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

(iii) The Board of Managers shall have the right to amend these By-Laws without the consent of the Unit Owners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors.

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

(v) The Sponsor shall have the right to amend the By-Laws without the consent of the Unit Owners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state or local law or regulation that may affect the Condominium.

(vi) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment

liens; reserves for maintenance, repair and replacement of common elements; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential Unit's Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Condominium to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to these By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNIT

Section 1. Selling and Leasing Residential Units.

FOR THE PROPOSED RESALE OF A CONDOMINIUM UNIT:

Any Unit Owner shall have the right to sell his or her Unit under the following terms and conditions:

A. The Unit Owner shall first give the Board of Managers thirty (30) days prior written notice of the terms of any bona fide sale, together with a copy of any proposed sales agreement, together with a fully executed, original counterpart of the sales agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser. Written notice with a copy of the contract of sale shall be sent to the managing agent, if any, or to the President of the Condominium by Certified Mail or overnight mail by via a nationally recognized overnight courier service with proof of delivery being retained by the Unit Owner,

B. The Board of Managers may require the prospective Purchaser to complete an application and/or questionnaire for consideration by the Board of Managers or Sponsor of the proposed transaction. (The 30 day period as discussed above shall commence from the time that the managing agent or the President of the Condominium receives a fully completed application in the event that the Condominium requires applications to be completed by prospective Purchasers). The Board of Managers shall require photo identification of all persons who are prospective Purchasers and who may reside in the Condominium Unit; the names, addresses and social security numbers of all

proposed occupants shall be provided to the Board of Managers with the proposed contract of sale. Any prospective Purchaser of any Condominium Unit consents to the Board of Managers obtaining a criminal background check on the proposed Purchasers. The Board of Managers may not discriminate against any proposed Purchaser or proposed occupant on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by law.

If the Board of Managers fails to act within such thirty (30) day period, it shall be deemed to have consented to the proposed transaction;

Any such deed to convey any Condominium Unit shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

C. If the Board of Managers refuses to consent to the transaction, it shall, within the thirty (30) day period, either:

(i) Produce a Purchaser who will purchase the Unit upon the same terms as stated in the Unit Owner's notice to the Board of Managers and the contract of sale executed by the proposed Purchaser, or

(ii) Agree to purchase the Unit on behalf of all other Unit Owners on the same terms stated in the contract of sale submitted to the Board of Managers.

If the Board of Managers desires to purchase the Condominium Unit from a Unit Owner, at the closing, the Unit Owner shall convey the Unit (and Appurtenant Interests) to the Board of Managers or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all transfer and other taxes arising out of such sale. Real estate taxes, mortgage interest and common charges and expenses shall be apportioned between the Unit Owner and the Board of Managers, or its designee, as of the closing date. The closing shall occur within 45 days from the date that the Board of Manager exercises its right of first refusal to purchase the Condominium Unit. The closing shall occur at the offices of the attorney for the Condominium.

In connection with the foregoing, the Board of Managers may not purchase a Unit without the approval of a majority of the Unit Owners (as such term "majority" is defined in the By-Laws). In the event that the Board of Managers does not have sufficient funds on hand for the purchase of a Unit which has been approved by the majority of the Unit Owners, the Board of Managers may borrow such funds or may assess the Unit Owners in proportion to their respective common interests to the extent of the purchase price amount. In the event that the Board of Managers exercises its right to purchase the Condominium Unit, it may do so on the same terms and conditions (including but not limited to the mortgage contingency provisions and closing date provisions set forth in the contract executed by the proposed Purchaser). In the event that the Board of Managers

does not either produce a Purchaser for the Unit or agree to purchase the Unit on behalf of all of the Unit Owners as set forth above within the stated thirty (30) day period, the Unit Owner shall have the right to consummate the sale on the terms submitted to the Board of Managers and in accordance with the terms set forth in the contract of sale executed by the proposed Purchaser. The proposed Purchaser must comply with the requirements set forth in the Declaration and By-Laws.

The restrictions upon the sale of Units, set forth in this Section shall not apply to the Sponsor, or its designee, or to a mortgagee (including the holder of a construction loan, if any) acquiring title in foreclosure or by deed in lieu of foreclosure. The foregoing persons shall be free to sell without first notifying or obtaining the consent of the Board of Managers or Sponsor. The Board of Managers and the Sponsor, as the case may be, shall be required to cooperate in providing appropriate physical access to any such Unit and the Common Elements, as well as all financial information regarding same.

A Unit acquired by the Board of Managers pursuant to the Right of First Refusal described herein may be sold, leased, mortgaged or otherwise dealt with in the discretion of the Board of Managers. The proceeds of such disposition will be received by the Board of Managers on behalf of all Unit Owners in proportion to their respective common interests.

FOR THE PROPOSED LEASING OF A CONDOMINIUM UNIT BY A UNIT OWNER:

Any Residential Unit may be leased subject to the leasing requirements contained in Section 2 of this Article XI. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 2 below to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in Section 2 below. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

The provisions of this section shall not apply to the acquisition or sale of a Residential Unit by a Mortgagee who shall acquire title to such Residential Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any Purchaser from such Mortgagees.

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

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

Section 2. Leasing Requirements for Residential Units.

Except as noted in Sections 3, 4 and 5, every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease;

(b) the lease must be in writing;

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

(d) the lease must have a minimum term of twelve (12) months. Renewal leases shall also have a minimum term of twelve (12) months.

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

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

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

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

(i) the Residential Unit cannot be used as a motel or hotel or otherwise for transient tenants;

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

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

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

The Board of Managers, in its sole discretion, may add or change any of the criteria in this Section 2 with respect to the requirements of leasing Residential Units.

In order to carry out the provisions of this Article XI and pursuant to the provisions of Article Fifteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

Section 3. Waiver of Partition Rights.

The Residential Unit Owners waive all of their voting rights concerning partition respecting any Residential Unit acquired by the Board of Managers in accordance with this Article.

Section 4. Gifts, etc.

Any Residential Unit Owner may convey or transfer their Residential Unit and any Parking Space Unit owned by such Residential Unit Owner by gift during the Residential Unit Owner's lifetime or devise their Residential Unit and/or Parking Space owned by such Residential Unit Owner by will or pass the same by intestacy, without restriction.

Section 5. Tenant Bound by Declaration.

By becoming a tenant, each tenant agrees to be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

Section 6. Lenders.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (d), (f), (g), (h), (i), 0). (k) and (I) of Section 2 of this Article XI shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent Purchaser from the first mortgage lender is subject to all the terms of this Article XI. In addition the provisions of Article Thirteenth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Unit by the Mortgagee.

Section 7. Sponsor.

The foregoing restrictions of Sections 1 and 2 of this Article XI shall not apply to Sponsor-owned Residential Units. The Sponsor, its successors, assignees or designees shall have the right to freely sell their Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Section 8. Section 339-kk of the Real Property Law.

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the Condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws.

ARTICLE XII. PARKING SPACE UNITS

Parking Space Units may only be owned by a Residential Unit Owner in this Condominium except as provided below.

As long as the Sponsor owns an Unsold Unit in the Condominium the Sponsor shall have the right to limit the number of Parking Space Units owned by a Unit Owner.

The Percentage of Common Interest of a Parking Space Unit shall be added to the Percentage of Common Interest of the Residential Unit of the Residential Unit Owner who owns said Parking Space Unit and the Residential Unit Owner thereof shall pay all Common Charges associated therewith.

Any Residential Unit Owner shall have the right to transfer and/or sell the Parking Space Unit to another Residential Unit Owner in the Condominium. In such an event all costs and expenses that may be associated with amending Schedule B of the Declaration of Condominium will be the sole obligations of the Residential Unit Owner who is transferring the Parking Space Unit.

Any Residential Unit Owner who owns a Parking Space Unit shall have the right to rent the Parking Space Unit to other Residential Unit Owners or tenants of a Unit Owner in the Condominium.

Any Unit Owner of a Parking Space Unit designated as a handicapped space shall be subject to all applicable provisions of the City, State and Federal government regarding such handicapped space.

Residential Unit Owners should note that one (1) Parking Space Unit has been designated as a handicapped space and shall be owned by the condominium. The Condominium may rent such Handicap Parking Space on a month-to-month basis to a Unit Owner or non-resident of the Building on a first-come, first-served basis. However, any such lease may be terminated on not less than 30 days notice if a resident who has a demonstrable handicap wishes to rent the Parking Space. .

The Board of Managers shall be required to keep an overall list of all Parking Space Units assigned or rented to a Residential Unit Owner in the Condominium including those rented by the Sponsor. All Residential Unit Owners in the Condominium will be obligated to advise the Board of Managers of any sale, transfer or rental of any Parking Space Unit.

Notwithstanding the above the Sponsor shall have the right to rent, lease or permit the use of a Parking Space Unit, if not owned by a Residential Unit Owner, to any non-resident or business establishment for the use of such non-resident or business establishment.

In the event there are Parking Space Units that have not been sold to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to convey any or all of the remaining Parking Space Units to the Condominium Board of Managers.

ARTICLE XIII. ARBITRATION

Section 1. Procedure.

Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the local jurisdiction of the Condominium in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 2. Variation by Agreement.

The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. Binding Effect.

The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Costs and Expenses.

The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by the Condominium Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE XIV. CONDEMNATION

In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $50,000 and to the Board of Managers if the award is $50,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) So much of the award as is applicable to the General Common Elements, to the Unit Owners pro rata according to the respective Percentage of Common Interest appurtenant to the Unit owned by such Unit Owners.

(b) So much of the award as is applicable to an Individual Residential Unit's Limited Common Element to the Unit Owner having General use of such Individual Residential Unit's Limited Common Element.

In such eminent domain or condemnation proceeding the Board of Managers shall request that the award shall set forth the amount allocated to General Common Elements and to each Individual Residential Unit's Limited Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to the arbitration in accordance with the Arbitration Statutes of the State of New York. Any condemnation or eminent domain award shall require that any proceeds applicable to a Unit be applied first to a first Mortgagee of a Unit as its interest may appear.

ARTICLE XV. SPONSOR RIGHTS

Section 1. Sales/Rentals.

The Sponsor, its nominees and agents, shall have the right and privilege to maintain General and local sales and rental offices in and about the Condominium, including any model Units located within the Condominium Building or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective Purchasers or tenants, to utilize the Common Elements, and without limitation, to do any and all things necessary incident to the sale or rental of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

Section 2. Signs/Ingress/Egress.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct, sell and lease the Units, or any other property, development or community the Sponsor, its successors, assigns or designees so prescribe. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. This Article XIV may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one (1) or more unsold Units.

Section 3. Additional Rights.

The Sponsor, its successor, assignees, designees, nominees and agents shall, in addition to the above, have any additional rights afforded to the Sponsor, its successors, assignees, designees, nominees and agents in these By-Laws, Rules and Regulations and the Declaration of Condominium.

ARTICLE XVI. MISCELLANEOUS

Section 1. Insurance.

Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in a Unit Owner's Unit which will increase the insurance rates on the 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 and effect.

Section 3. Notice to Condominium.

A Unit Owner who mortgages the Unit Owner's Unit, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers in the event there is no management agent, of the name and address of the Unit Owner's Mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Unit".

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 the Unit Owner's representative and Mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board at convenient hours on weekdays (except legal holidays) but not more often than once a month. Said hours are to be determined by the Board of Managers or Managing Agent.

Section 6. Costs of Legal Action

In the event the Board of Managers institutes any legal action for the enforcement of any of the provisions of the Declaration of the Condominium, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Board of Managers on behalf of the Condominium, plus interest and costs of suit.

Section 7. Report to Residential Unit Owners

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

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided within four (4) months of the end of each fiscal year;

(ii) prior notice of the annual Residential Unit Owners meeting; and

(iii) a copy of the proposed annual Budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such Budget will be certified in accordance with the regulations of the Department of Law.

During the period Sponsor retains control of the Board of Managers of the Condominium, the Sponsor shall be required to provide certified financial statements for the Condominium. The cost of such reports shall be a Condominium expense. In addition, during said period the Sponsor will be required to provide a Certification of Adequacy of the Budget for the Condominium from a Managing Agent or other expert who is unaffiliated with the Sponsor.

Section 8. Construction.

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 9. Compliance with Article 9-B.

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

§ 339-kk. Rents. (a) For the purposes of this section, "non-occupying owner" shall mean a Unit owner in a Condominium association who does not occupy the dwelling Unit.

(b) If a non-occupying owner rents any dwelling Unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such Unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the Condominium association.

(c) If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the Board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium association at the address listed on the notice. Where a majority of the Board of managers has been elected by and from among the Unit owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of managers, which must be held within thirty days of the date that such Board receives notice that such owner seeks to
dispute such claim.

(d) Nothing in this section shall limit any rights of Unit owners or of the Board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the Condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.

PART 20: CERTIFICATION BY SPONSOR AND PRINCIPAL OF SPONSOR

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

Re: Condominium Offering Plan
The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York 11102

We are the sole members and principals of the Sponsors of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, Purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I:

(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

23-10 30TH DRIVE REALTY LLC

By: GVTB REALTY LLC, Its Manager

By: KONSTANDINOS VORILLAS
Its Manager

CVC 23-10 KKC, Member

By: CHRIS VORILLAS

TA 23-10 REALTY LLC, Member

By: PANAGIOTIS GIALLIS

VEP 23-10 LLC, Member

By: ATHENA V. PAPPAS, Member

EASY STREET DEVELOPMENT LLC, Member

By: GEORGE GIALLIS, Member

PRINCIPAL(S) OF SPONSOR

KONSTANDINOS VORILLAS

EFTHIMIOS BALLIS

CHRIS VORILLAS

PANAGIOTIS GIALLIS

ATHENA V. PAPPAS

GEORGE GIALLIS

ANASTASIA APODIACOS

Sworn to before me this
13 day of November, 2020

Notary Public, State of New York

BASIL ~~OS~~ VASIL ADIS
Notary Public, State of New York
No. 02VA6002831
Qualified in ~~Queens~~ County
My Commission Expires 4/30/2020

SPONSOR

23-10 30TH DRIVE REALTY LLC

By: GVTB REALTY LLC, Its Manager

By: KONSTANDINOS VORILLAS
Its Manager

CVC 23-10 KKC, Member

By: CHRIS VORILLAS

TA 23-10 REALTY LLC, Member

By: PANAGIOTIS GIALLIS

VEP 23-10 LLC, Member

By: ATHENA V. PAPPAS, Member

EASY STREET DEVELOPMENT LLC, Member

By: GEORGE GIALLIS, Member

Sworn to before me this
17th day of November, 2020

Notary Public, State of New York

PRINCIPAL(S) OF SPONSOR

KONSTANDINOS VORILLAS

EFTHIMIOS BALLIS

CHRIS VORILLAS

PANAGIOTIS GIALLIS

ATHENA V. PAPPAS

GEORGE GIALLIS

ANASTASIA APODIACOS

NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN QU COUNTY
COMMISSION EXPIRED ON 4/13/202y

SPONSOR

23-10 30TH DRIVE REALTY LLC

By: GVTB REALTY LLC, Its Manager

By: KONSTANDINOS VORILLAS
Its Manager

CVC 23-10 KKC, Member

By: CHRIS VORILLAS

TA 23-10 REALTY LLC, Member

By: PANAGIOTIS GIALLIS

VEP 23-10 LLC, Member

By: ATHENA V. PAPPAS, Member

EASY STREET DEVELOPMENT LLC, Member

By: GEORGE GIALLIS, Member

Sworn to before me this
13day of November, 2020

Notary Public, State of New York

BILL VASILIOS VASILADIS
Notary Public, State of New York
No. 02VA6002837, Nassau
Qualified in Queens County
My Commission Expires 4/30/2022

PRINCIPAL(S) OF SPONSOR

KONSTANDINOS VORILLAS

EFTHIMIOS BALLIS

CHRIS VORILLAS

PANAGIOTIS GIALLIS

ATHENA V. PAPPAS

GEORGE GIALLIS

ANASTASIA APODIACOS

(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

23-10 30TH DRIVE REALTY LLC

By: GVTB REALTY LLC, Its Manager

By: KONSTANDINOS VORILLAS
Its Manager

CVC 23-10 KKC, Member

By: CHRIS VORILLAS

TA 23-10 REALTY LLC, Member

By: PANAGIOTIS GIALLIS

VEP 23-10 LLC, Member

By: ATHENA V. PAPPAS, Member

EASY STREET DEVELOPMENT LLC, Member

By: GEORGE GIALLIS, Member

PRINCIPAL(S) OF SPONSOR

KONSTANDINOS VORILLAS

EFTHIMIOS BALLIS

CHRIS VORILLAS

PANAGIOTIS GIALLIS

ATHENA V. PAPPAS

GEORGE GIALLIS

ANASTASIA APODIACOS

Sworn to before me this
5 day of FEB, 2021

Notary Public, State of New York

Nick Tsoromokos
Notary Public, State of New York
No. 02TS6096335
Qualified in Queens County
Commission Expires on July 28, 2023

HCN

ARCHITECTS | PLANNERS | INTERIORS
36-03 Ditmars Blvd. Long Island City, NY 11105
Phone: 718-204-2765 Fax: 718-204-2768
Email: hnikakis@hcnarchitects.com
www.hcnarchitects.com

September 28, 2020

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

RE: The Ely Astoria Condominium
23-10 30th Drive
Astoria, New York 11102

The undersigned, an architect registered in New York State, certifies as follows:

The Sponsor of the Offering Plan to convert the captioned property to Condominium ownership retained our firm to prepare a report describing the construction of the property. We prepared the buildings plans and specifications approved on July 19, 2019 and Post Approval Amendment approved on September 22, 2020. We prepared the report dated September 28, 2020, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the report.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that renovation and/or construction is in accordance with the Plans and specifications that we examined;

(ii) in my/our professional opinion affords potential investors, Purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that renovation and/or construction is in accordance with the Plans and specifications that we examined;

(iii) does not omit any material fact.

(iv) does not contain any untrue statement of a material fact.

(v) does not contain any fraud, deception, concealment, or suppression.

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances.

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth.

(b) with reasonable effort could have known the truth.

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a Condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very sincerely yours,

Sworn to before me this
1 day of Oct 2020

Notary Public, State of New York
HCN Design & Consulting Inc/ HCN Architects

DIMITRIOS VASSOS
Notary Public, State of New York
No. 01VA4089720
Qualified in Queens County
Certificate Filed in New York County
Commission Expires July 31, 20

HCN Architects

Phone: 718-204-2765
Email: hnikakis@hcnarchitect.com

Fax: 718-204-2768

PART 20: CERTIFICATION BY SPONSOR'S EXPERT AS TO ADEQUACY OF CONDOMINIUM BUDGET

March 3, 2020

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

Re: Condominium Offering Plan
The Ely Astoria Condominium
25-10 30th Drive
Astoria, New York 11102

The Sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule(s) B and B-1, containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes the management of residential and mixed-use cooperatives, condominiums and rental properties for over 20 years and preparing budgets for all properties on an annual basis for approximately twenty (20) properties that we manage.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;
(ii) affords potential investors, Purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
(iii) does not omit any material fact;
(iv) does not contain any untrue statement of a material fact;
(v) does not contain any fraud, deception, concealment, or suppression;
(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I:
(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

NAME:
TITLE: GREG KYROGLOU
LICENSED R.E BROKER

Sworn to before me this
3 day of March, 2020

Notary Public, State of New York

Nick Thoromokos
Notary Public, State of New York
No. 02TS6096335
Qualified in Queens County
Commission Expires on July 28, 2023

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