CONDOMINIUM OFFERING PLAN
FOR THE SALE OF CONDOMINIUM UNITS

IN

THE TOWER UNITS AT HARVEST PLAZA CONDOMINIUM

163-07 72nd Avenue
Fresh Meadows, New York 11365
County of Queens, State of New York

3 Community Facility Units	$ 4,217,000.00
23 Residential Units	$ 13,364,000.00
1 Parking Lot Unit	$ 600,000.00
12 Tenant Storage Units	$ 633,000.00
TOTAL OFFERING	$ 18,814,000.00

Sponsor & Selling Agent

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The Date of Acceptance for Filing is
This Plan May Not Be Used After Unless It Is Extended By Amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS, SEE PAGE 1

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 GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

. SPONSOR IS COMMITTED TO SELL ALL THE UNITS AND WILL MAKE GOOD FAITH EFFORT TO DO SO (SEE SPECIAL RISKS SECTION OF THE PLAN.)

Note: Harvest Plaza Condominium also contains a unit, i.e. Unit R1, that is not offered for sale and contains six rental apartments, of which five are affordable housing rental apartments and one is rent stabilized apartment.

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PART I

SECTION A 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. Purchaser's Consent to Amend

(a) Prospective purchasers are advised that, as of the filing of the Offering Plan, Sponsor does **NOT** seek to apply for tax benefits under Affordable New York Housing Program (the "421-a (16) Program") for the residential units. In the event that Sponsor seeks to file an amendment to the Offering Plan and apply for such tax benefits, sponsor will ensure that consent be obtained from all purchasers under contract and any unit owners; that any request for consent would include the detailed requirements of the 421-a program, including the primary residence requirement; that if any purchaser or unit owner does not consent, then sponsor would not be permitted to apply for 421-a benefits and impose the requirements of the 421-a program.

(b) Sponsor does not know whether the property may be eligible for 421-a benefits because eligibility cannot be determined at this time. Given that sponsor does not intend to apply for 421-a benefits and does not expect that the property will receive any 421-a tax benefits, prospective purchasers should expect to pay full taxes without any 421-a tax exemption.

2. Sponsor's Commitment to Sell All Tower Unit(s)

(a) The Sponsor will endeavor in good faith to sell all of the Tower Units under this Offering Plan (as defined in Section C in Part I of the Offering Plan) in a reasonably timely manner.

(b) (i) Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold Tower Units. Sponsor has the financial resources to meet its obligations with respect to unsold Tower Units. Sponsor will utilize income from projected sales to fund its financial obligations to the Tower Section. In the event that such projected sales are not made, Sponsor will utilize income from rent after consummation of the Offering Plan as other sources of funding.

(ii) Additionally, Sponsor will establish an escrow account with the Escrow Agent to secure sponsor's financial obligations to pay such common charges, special assessments and real estate taxes with respect to unsold Tower Unit(s). Said escrow account will be maintained for one (1) year after closing of title to the first Tower Unit, unless earlier exhausted or the release of which is objected by the Board of Managers (See this Section A Subsection 10 below).

(c) (i) Prospective purchasers are advised that Unit R1(consisting of six

(6) rental apartments, located on the third floor, being under construction at the same time), of Harvest Plaza Condominium, or the Base Condominium, is not part of this offering which is entitled The Tower Units At Harvest Plaza Condominium Offering Plan.

Note: The Base Condominium is one five-story (5) building with cellar floor being constructed at 163-07 72nd Avenue, Fresh Meadows, New York, which was intended to contain two condominium units, i.e., Unit R1 and Unit RC1. Unit R1 contains six (6) residential rental apartments, which will contain affordable and/or rent-stabilized apartments; and Unit RC1 contains twenty-three (23) residential rental apartments, three (3) community facility spaces and one (1) parking space. Pursuant to this offering plan, Unit RC1 will be subdivided into twenty-three (23) residential unit(s), three (3) community facility unit(s), one (1) parking lot unit with fifteen (15) valet parking spaces, and twelve (12) tenant storage units.

(ii) Sponsor shall retain ownership of Unit R1 and it will not be subdivided or offered for sale because it is part of the Base Condominium and not part of the Tower Section under this Offering Plan. Sponsor will not rent the apartments therein prior to consummation of this Offering Plan.

(iii) There will be two different boards of managers, i.e., the Tower Section Board of Managers to administer the affairs of the Tower Section of the Condominium and the Base Board of Managers to administer the affairs of the Base Condominium.

(See Section B, Subsection 1 and Section S in Part I of the Offering Plan for details.)

3. Construction Financing and Partial Release of Lien

The Sponsor has obtained a building loan for the completion of construction of the condominium building from the lender The Berkshire Bank, having an office at 4 East 39th Street, New York, NY 10016. (See Section B, Subsection 1(c) in Part I of the Offering Plan.)

4. Initial Sponsor Control Period

(a) The Sponsor has the right to retain control of the Tower Section Board of Managers until the sale of the last Tower Unit or two (2) years from the anniversary of the closing of title to the first Tower Unit, whichever first occurs (Hereinafter the "Initial Sponsor Control Period"). During this period, three (3) board members assigned by the Sponsor will sit on the Tower Section Board. Within thirty (30) days after the Initial Sponsor Control Period, Sponsor call a meeting to elect a new board of three (3) members.

(b) If Sponsor owns a majority of the Tower Units and/or common interest after the Initial Control Period, it will, as a Tower Unit Owner, exercise any voting

control it may have through its ownership of a majority of the Tower Units and/or common interests, and thereby continue to control the board.

(c) The Tower Section By-Laws do not include a provision that, after an initial sponsor voting control period, a majority of the board of managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals. 13 NYCRR 20.3(u)(1).

(See Section R, Subsection 1 in Part I of the Offering Plan.)

5. Conflicts on Condominium Management.

Prospective purchasers are warned that the Tower Section By-Laws of the Condominium do not require that after The Initial Sponsor Control Period, a majority of the Tower Section Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. This means that Purchasers for their own occupancy may never gain control of the Tower Section Board of Managers under the terms of this Plan. Owner-occupants and non-residents owners, including Sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. (See Section S Subsection 9 in Part I of the Offering Plan.)

6. Power of Sponsor over the Tower Section Board of Managers

(a) While the Sponsor is in control of the Tower Section Board of Managers, the Tower Section Board may take additions, alterations, or improvements to the common elements costing in excess of $10,000.00 or enter into service or maintenance contracts the duration of which will extend more than a year after the Sponsor loses control of the Tower Section Board, only with the approval of a majority of the unit owners, excluding the Sponsor, voting at duly held meeting of the unit owners.

(b) Sponsor may exercise veto power as described herein for a period ending not more than five (5) years after the closing of the first Tower Unit or whenever the unsold Tower Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner, whether or not Sponsor voluntarily relinquishes control of the Tower Section Board: (i) make any addition, alteration or improvements to the common elements costing cumulatively more than $10,000.00, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in the Plan of condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared effective, or (v) borrow money in excess of $10,000.00 on behalf of the Tower Section of the condominium, or (vi) take any action which impairs Sponsor's sales program or continued use of the condominium property in connection with such program, or (vii) increase or reduce the services of maintenance set forth in Schedule B.

Notwithstanding anything stated above, Sponsor may not exercise veto power over expenses described in Schedule B or over expenses required to: (i) comply with applicable laws or regulations, or (ii) remedy any notice of violation, or (iii) remedy any work order by an insurer or (iv) for any matter affecting the health and/or safety of the occupants of the building

(See Section R in Part I of the Offering Plan.)

7. No Amendment to the Tower Section By-Laws or the Declaration

So long as the Sponsor has any unsold Tower Unit(s) remaining, no amendment to the Tower Section By-Laws or the Declaration affecting the rights of the Sponsor shall take place without the written consent of the Sponsor (See Section R, Subsection 1 in Part I of the Offering Plan).

8. Contribution to Working Capital Fund

At the closing, the Purchaser will be required to pay an amount equal to one (1) month's common charge as a contribution to the Tower Section Condominium's Working Capital Fund. This contribution will not be credited against regular assessments (See Section X, Subsection 1 in Part I of the Offering Plan).

9. Default by Purchaser

The Purchase Agreement provides that if the purchaser shall fail to pay any portion of the Total Purchase Price when due, fail to close title on the Closing Date, or fail to perform any of purchaser's other obligations under the Purchase Agreement, (including without limitation the obligation to furnish any lender promptly with such information as such lender may require), Sponsor may cancel the agreement if such default is not cured within thirty (30) days after Sponsor sends notice of intent to cancel. The Sponsor must give thirty (30) days' written notice of default before forfeiture of deposit is declared. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. FAILURE TO CURE DEFAULT WITHIN SAID PERIOD MAY RESULT IN THE LOSS OF THE DOWN PAYMENT AND CANCELLATION OF THE PURCHASE AGREEMENT. "Time is of the essence" means that Purchasers must strictly adhere to this thirty (30) day period, and should in no event go beyond the thirty (30) day period to cure the default (See Exhibit AA, Subsection 15 in Part II of the Offering Plan).

10. Tower Section Condominium Managing and Repairs

(a) The sponsor shall handle all management requirements as a Management Agent at an annual fee of $6,749.00 for the first two (2) years of the Tower Section condominium operation commencing upon the conveyance of the first Tower Unit. Such management fee to be collected by the Sponsor is about five percent (5%) of the total common charges. The projected cost for management of the Tower Section condominium

is neither greater than nor substantially less than the prevailing cost (ranging from four percent (4%) to twelve percent (12%)) which would be charged for such services. 13 NYCRR §20.3(h)(4)(ix). Such arrangement may not be canceled at least for one (1) year. After one (1) year, either the Tower Section Board of Managers or the Sponsor may terminate such arrangement upon sixty (60) days written notice to the other (See Section Y in Part I of the Offering Plan). However, while Sponsor controls the Tower Section Board, it is unlikely that the condominium will terminate the management agreement with Sponsor.

(b) Prospective purchasers are advised that the officer of the Managing Agent, Mr. Luo Jie Chen, also principal of the Sponsor, does not have experience in managing condominium and/or apartment buildings (See Section Z in Part I of the Offering Plan).

11. Sponsor's Fund for Certain Payments

(a) The Sponsor shall be obliged to pay all common charges, special assessment and real estate taxes with respect to unsold Tower Unit(s). The Sponsor has approximate worth sufficient to meet all of such obligations. In addition, to secure the Sponsor's financial obligations to pay such common charges, special assessments and real estate taxes with respect to unsold Tower Unit(s), the Sponsor will establish an escrow account in the amount of $22,492.34 (which is the amount equal to approximately two (2) months of the first-year common charges) with the Escrow Agent, Lawrence Lixin Yang, P.C. after the closing of the first Tower Unit. The deposit of such funds will be disclosed in the initial post-closing amendment (See Section Q, Subsection 8 in Part I of the Offering Plan).

(b) In the event that Sponsor fails to make payment for the common charges with respect to unsold Tower Unit(s) after such are due, the Board of Managers may send a written notice to the Escrow Agent (with a copy to the Sponsor) to request the release of portion of the Fund that is equal to the amount overdue, Escrow Agent will release the requested amount pursuant to Subsection 3 of Section KK. Sponsor shall not object to the release of the Fund when the common charges for the Tower Units unsold and held by Sponsor are actually overdue. (See Section KK in Part II of the Offering Plan for details).

(c) If the Fund is not earlier exhausted, Escrow Agent is authorized to release the Fund, or the balance thereof, to Sponsor, if any, within five (5) days after one (1) year has elapsed since the closing of title to the first Tower Unit, unless Escrow Agent receives notice of objection to the release of the Fund prior to the expiration of the five (5) day period from the Tower Section Board of Managers. (See Section KK in Part II of the Offering Plan).

12. Effectiveness of the Offering Plan

(a) The Sponsor may declare the Plan effective by selling a minimum of fifteen percent (15%) of the Tower Unit(s), or four (4) Tower Unit(s) (However, only residential unit(s) will be counted towards effectiveness, though the term of Tower Unit

may include Community Facility Unit(s), Parking Lot Unit(s), and Tenant Storage Unit(s), if any), in the building. 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 although it is not guaranteed that all purchasers counted towards effectiveness will ultimately close title to their Tower Unit(s).

(b) Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, sponsor will re-declare the plan effective if all purchase agreements are either rescinded or terminated prior to the date of first Tower Unit closing, regardless of whether the condominium declaration has been recorded.

(See Section N in Part I of the Offering Plan.)

13. Purchase of a Tower Unit with Mortgage Financing or With All Cash

The Tower Unit(s) may be purchased partly with cash and partly with a mortgage loan. It may also be purchased with all cash.

(a) (i) If a purchaser of a Tower Unit requires mortgage financing, the purchase agreement will be conditioned upon such Purchaser obtaining a mortgage loan commitment from a lending institution/mortgage lender of his own choosing. Any mortgage lien given by a Purchaser to a lender will be governed by the New York State Condominium Act.

(ii) In such case, Purchaser(s) must execute a Mortgage Addendum together with the Purchase Agreement (See Section BB in Part II of the Offering Plan) to ensure that purchase of his/her/its Tower Unit is conditioned upon mortgage financing.

(iii) (A) Pursuant to the Mortgage Addendum, typically Purchaser has forty-five (45) calendar days from the date of the receipt of a fully executed copy of the Purchase Agreement by Purchaser or Purchaser's attorney to obtain a mortgage loan commitment from a mortgage lender selected by the Purchaser. To comply with the terms and conditions therein, (I) Purchaser must, within ten (10) days from the date of the receipt of a fully executed copy of the Purchase Agreement by Purchaser or Purchaser's attorney, submit a duly executed loan application to the mortgage lender to obtain a loan at the fixed prevailing rate of interest at the time of closing, and upon such other terms and conditions as are determined by the mortgage lender. Purchaser must also promptly comply with any and all requirements of the mortgage lender; (II) in the event that Purchaser is unable to obtain a mortgage loan commitment within said forty-five (45) day period, Purchaser must notify Sponsor/Seller within seven (7) calendar days thereafter. Failure to do so will result in Purchaser losing the mortgage contingency and he/she/it will have to purchase the Tower Unit with all cash or lose the down payment.

(B) (I) If the Purchaser(s) receives a rejection letter from the Mortgage Lender, he/she/it shall submit a copy of same to the Sponsor/Seller.

Purchaser(s) shall then have the option to: (x) cancel the agreement, in which case the agreement shall be null and void, and Sponsor/Seller's sole responsibility shall be to refund the down payment plus accrued interest, if any, within seven (7) calendar days; or (y) waive the requirement that the Purchase Agreement be contingent upon obtaining financing.

(II) If the Purchaser(s) has not received any definitive written response, denying or approving his/her/its mortgage application from the Mortgage Lender, he/she/it may request additional time to obtain such a response, which the Sponsor/Seller at its sole discretion may agree to. Should Sponsor/Seller not agree to such an extension, Purchaser(s) may cancel the Agreement or waive the contingency as provided for above.

(See Section BB in Part II of the Offering Plan.)

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

(v) Purchaser(s) should further note that Sponsor may grant Purchaser the right to obtain financing from a second lender if the Purchaser so requests, but it will entail further costs and an additional waiting period. It is a special risk for the Purchaser.

(b) If the obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing, Purchaser will be obligated to purchase the Tower Unit with all cash. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her down payment if he or she is unable to otherwise raise the monies for the balance of the purchase price.

(c) It is a special risk for Purchaser if Purchaser, who requires mortgage financing, fails to execute the Mortgage Addendum, in which case, his/her obligation to consummate the purchase transaction will NOT be CONTINGENT upon obtaining financing.

(d) Under New York law, when a mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period

expires, performance is excused, and the sponsor must grant to such purchaser a right of rescission and a reasonable period of time to exercise such right.

(See Section L, Subsections 28 to 32, in Part I, and Section BB in Part II of the Offering Plan.)

14. Refund of Funds Used for Upgrades or Extras

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers should note as a special risk that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrade or extra. As a result, in the event a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras to the extent expended. However, a purchaser is entitled to a full refund of such funds, even those funds already expended, in the event the plan is abandoned (See Section L, Subsection 6 in Part I of the Offering Plan).

15. Real Property Transfer Taxes

(a) It is Sponsor's statutory obligation to pay real estate transfer taxes. The New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax are normally the expenses of the seller; however, by contractual arrangement they will be paid by the purchaser.

(b) The New York State Tax Law Section 1404(a) (the "Amended Tax Law"), which became effective as of July 1, 2021, has amended, inter alia, the calculation of New York State Real Estate Transfer Tax that is paid by the purchaser with respect to the consideration. Under the Amended Tax Law, when a Purchaser assumes the obligation to pay the New York State Real Estate Transfer Tax pursuant to a contract between the Seller and Purchaser, the amount of such tax shall be excluded the calculation of consideration subject to tax.

(c) Nevertheless, the City of New York Department of Finance has maintained the position that when a Purchaser assumes the obligation to pay the New York City Real Property Transfer Tax, the amount of such tax will be included in the calculation of consideration subject to tax. (See Section P, Subsections 2 and 3 in Part I of the Offering Plan).

16. Certain Closing Costs

(a) Purchaser will pay the closing costs and expenses referred to in Section P of the Plan (as same may be amended from time to time) entitled "Tower Unit Closing Costs and Adjustments", including, without limitation, the New York State Real Estate Transfer Tax and the New York City Real Property transfer taxes, the amount of any credit for mortgage recording tax, if applicable, and legal fees and charges for Sponsor/Seller's attorney (see this Subsection 15(b) and (c) below). Purchaser shall make

the contribution to the working capital of the Condominium referred to in said Section. Real estate taxes and common charges and expenses shall be adjusted between Sponsor/Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Sponsor/Seller in excess of $1,000.00 will be paid by certified check or bank check.

(b) The following closing fees will be charged by the attorney for Sponsor/Seller in connection with the closing of title to the Tower Unit(s):

(i) Attorney Fee. A closing fee in the amount of (x) $1,500.00 for a residential unit, (y) $2,000.00 for a commercial/community facility unit, or (z) $1,500.00 for (i) a parking lot/space unit, or (ii) a tenant storage unit, if carried out as an independent transaction, will be charged by the attorney for Sponsor in connection with the closing of title to the Tower Unit(s).

(ii) Assignment/Amendment Fee. A legal fee in the amount of $350.00 for each assignment of, and/or amendment to, the Tower Unit Purchase Agreement required by the Purchaser.

(iii) Attendance Fee. The closing is to be held at the office of Sponsor/Seller's Attorney. There will be an additional $350.00 attendance fee if Purchaser desires to have the closing at a location other than the office of Sponsor's attorney.

(iv) Assistance Fee for Mortgage Application. If the Purchaser's obligations under this Agreement are contingent upon obtaining a mortgage pursuant to Paragraph 13(b) of the Tower Unit Purchase Agreement and Purchaser requires Sponsor/Seller's attorney to provide assistance in obtaining such mortgage(such as providing Attorney Escrow Letter, documents on sales and closing of Tower Units, status of condominium, condominium questionnaire and other related information to the Purchaser's mortgage lender and/or broker), Purchaser is willing to pay an additional amount of $350.00 to Sponsor/Seller's attorney as legal fee.

(c) In the event that the Purchaser desires to terminate or otherwise cancel the Tower Unit Purchase Agreement that is fully executed and in full force and effect, the Purchaser agrees to pay fifty percent (50%) of the Sponsor/Seller's attorney fee (for example, $875.00 with assistance in obtaining purchase mortgage, or $750.00, without such assistance for a residential unit), as provided in Section P, unless such termination or cancellation is due to the fact that Sponsor/Seller is in default and Purchaser is entitled to such termination or cancellation.

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

17. Commencement and Completion of Construction

(a) Construction had commenced and excavation had begun in good faith on

the basis of approved building plans on or about September 30, 2020 (See Exhibit C-4 for a copy of the "Start of Construction Affidavit" from the architect and a copy of the Permit History from DOB). Sponsor anticipates that a Certificate of Occupancy will be issued on or about June 30, 2024, or as soon as feasible thereafter.

(b) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a Final Certificate of Occupancy (Hereinafter the "FCO") covering the entire building, but with only a Temporary Certificate of Occupancy (Hereinafter the "TCO"), and sometimes with several successive Temporary Certificates of Occupancy. Certificates of Occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings (Hereinafter the "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 inspection have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires approximately (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult to buy insurance, refinance, or sell Tower Units. In New York City, it is common for sponsors to commence unit closings when some or all Tower Units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. Furthermore, because Sponsor and the By-Laws of the Condominium may permit unit owners to undertake renovations to individual Tower Units prior to the procurement of an FCO, such renovations may cause additional delays in the issuance thereof. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW CERTIFICATE OF OCCUPANCY IS ISSUED. Tower Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

(c) Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at https://www1.nyc.gov/site/buildings/property-or-business-owner/certificate-of-occupancy.page

18. Risk of Loss and Insurance

(a) The risk of loss from fire or other casualty to the Unit(s), common elements and limited common elements remains with Sponsor unless and until legal title to the Tower Unit has been conveyed to Purchaser. Thereafter, it passes to the Tower

Unit Owner together with the limited common elements to which the Tower Unit Owner has access and its proportional share of the common elements.

(b) It should be noted that insurance for the condominium covers the Tower Unit but the Purchaser is responsible for the contents of the Tower Unit (i.e., Purchaser's personal property).

(c) It is a special risk if Purchaser enters into possession prior to closing in which case, Purchaser assumes the risk of loss for property not covered by the insurance for the Tower Unit(s) and for any Purchaser who enters into possession before closing. It is recommended that Purchaser obtain insurance for his/her personal property.

(d) If an Interim Lease is entered pursuant to Section K, the risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor or the condominium for loss to the Tower Unit and an Interim Lessee shall not assume such loss.

(See Section L, Subsections 34 through 37 in Part I of the Offering Plan.)

19. Tower Unit Condominium Power of Attorney

At the time of closing, the purchaser is required to sign a Tower Unit Condominium Power of Attorney to the Tower Section Board of Managers of the Condominium, appointing the members of the Tower Section Board of Managers as Attorneys-In-Fact to carry out any of the provisions of the Offering Plan including acquisition, leasing, or sale of the Tower Unit(s) by the Tower Section Board of Managers pursuant to Declaration and Tower Section By-Laws of the Condominium and filing the amendments to the Declaration of Condominium. A form of Tower Unit Condominium Power of Attorney is included in Part II, Section CC of this Plan. If the purchaser refuses to sign the Tower Unit Condominium Power of Attorney, the purchaser will be held in default under the Tower Unit Purchase Agreement (See Section L, Subsection 40 in Part I of the Offering Plan).

20. Limit of FDIC Insurance

The money deposited into escrow account by a purchaser under the Purchase Agreement in excess of $250,000.00 will not be federally insured for the portion in excess of $250,000.00. Furthermore, 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 insurance limit (See Section L, Subsection 4 in Part I of the Offering Plan).

21. No Pets Policy

Tower Unit Owners are not allowed to maintain any pets (See Section T,

Subsection 2 (e) in Part I of the Offering Plan).

22. Tower Unit Square Footage in Schedule A

(a) Column 2(a) of Schedule A shows the approximate square footage of the Tower Unit(s) which is measured from the unit side of the window glass or concealed fireproofed structural members of the exterior wall to the center line of the drywall partitions or block partitions which separate the Tower Unit from another Tower Unit, or to the unit side of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Tower Unit from corridors, stairs and other common or mechanical equipment spaces.

(b) The common elements on each floor, such as hallway, corridor and/or stairway, are not included in the approximate square footage. The limited common elements such as balconies and/or terraces are shown in Column 2 (b). The gross square footage shown in Column 2 (c) is the sum of the approximate square footage and the limited common elements such as balconies and terraces to which only the Tower Unit Owner is accessible (See Section A in Part I of the Offering Plan). The gross square footage shown in Column 2 (c) are not based upon the measurements from interior surfaces of the interior walls, and the actual area compromising the unit is substantially less than the area listed in Columns 2 (c) in Schedule A. The measurements are approximate within reasonable tolerances.

(c) Note that a decrease in a unit's area of five percent (5%) or less will not affect a purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five percent (5%) or less is not material.

23. Projected Real Estate Taxes in Schedule A

The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction/rehabilitation] is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after [construction/rehabilitation] is complete. See Footnote 6 to Schedule A for more information regarding the projected assessed valuation after completion of [construction/rehabilitation]. (See Section F Footnotes to Schedule A, Section U and Section V in Part I of the Offering Plan.)

24. No Insurance for Officers' and Directors' Liability

The budget provided in Schedule B of Section G does not include the insurance premium for officers' and directors' liability coverage. The additional annual premium for such coverage is currently estimated to be around $600.00 by ABC Insurance Agency Inc, an insurance brokerage firm with an office at 41-25 Kissena Boulevard, Suite 110, Flushing, New York 11355.

25. No Reserve Fund in Budget

(a) The current budget does not include a Reserve Fund, which is a special risk. If major capital repairs and/or major capital improvements are needed, such repairs and/or improvements might result in an increase in common charges and/or special assessment. (See Section G, Schedule B Budget for First Year of Condominium Operation and Subsection 11(a), Footnotes to Schedule B in Part I of the Offering Plan) (See also this Section A, Subsection 25, in Part I of the Offering Plan below).

(b) Prospective purchasers are advised that, as of the filing of this Offering Plan, Sponsor does not have the intention to create a Reserve Fund.

26. Limitation on Use of the Working Capital Fund

While the sponsor is in control of the board of managers, the working capital fund may not be used to reduce projected common charges in the plan (13 N.Y.C.R.R. § 20.3 (z)(1)).

27. Intentionally deleted.

28. No Special Allocation for Commercial/Community Facility Unit(s)

The Commercial/Community Facility Unit(s) are paying the expenses fairly attributable to them and there is no special allocation of common expenses for the Commercial/Community Facility Unit(s) (See Section G, Schedule B Budget for First Year of Condominium Operation in Part I of the Offering Plan).

29. Window Guards for Children

(a) Tower Unit Owner(s) must notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Tower Unit. It is the responsibility of each residential owner to install at the residential owner's expense, the required window guards in all windows of the Tower Unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent.

(b) The New York City Health Code Section 131.15 provides that owners of condominium Tower Units shall provide, install, and maintain, a window guard of a type and installation in accordance with the specifications of the Department set forth in Chapter 12 of Title 24 of the Rules of the City of New York, on the windows of each apartment in which a child or children ten (10) years of age and under reside.

(c) It is the responsibility of the Sponsor to install window guards if a child under the age of 11 lives or resides in the Tower Unit for an interim lessee.

30. Limitation on Use of Balconies/Terraces

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

(See Section EE, Special Risks in Part II of the Offering Plan).

31. Warranty for the Roof and Cost of Repair

(a) (i) The sponsor is NOT providing a No Dollar Limit (Hereinafter the "NDL") Manufacturer's Warranty for the roof of the Condominium. However, Sponsor is obligated to, and shall, ensure that the roofing membrane and appurtenances be installed in accordance with the manufacturer's specifications.

(ii) Typically, NDL Warranties include completely repairing the problem, no matter what it takes. The Manufacturer will solve the problem, even if it requires complete re-roofing. The Warranty only includes roof leakage that is caused by defects in labor or materials. It does not include damage caused by abuse to the roof. There is normally a charge for "No Dollar Limit" Warranties. These warranties, like all Manufacturer Warranties, are subject to certain terms and limitations stated by the Manufacturer. Potential purchasers should note that the NDL Warranties do not apply to this offering.

(b) After consummation of the Offering Plan, the cost of repairing the roof (except any defects in construction of the roof that Sponsor is responsible to repair) will be borne by the Tower Unit owners and the actual cost for repairs will depend on the extent of damages to the roof.

(c) Notwithstanding the foregoing, the sponsor's obligation, regardless of whether a warranty is provided, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between disclaimers in the Plan 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 Section D, Subsection 1(j), and Section Q, Subsection 12(a) in Part I of the Offering Plan.)

32. First Closing of the Tower Unit and Possible Delays

(a) The Sponsor anticipates that the first closing of the Tower Unit will occur by July 1, 2024. Purchasers will be offered a right of rescission if: (i)the actual date of closing of title to the first Tower Unit; or(ii) the projected date of closing of title to the first Tower Unit, occurs later than July 1, 2025, i.e., twelve (12) months after the projected date for the closing of title to the first Tower Unit. If the Plan is amended to

provide a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date.

(b) However, if the first closing occurs before June 30, 2025, the Sponsor may schedule the closings of title to other Tower Units significantly later than such date. Unless your 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 Tower Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A TOWER UNIT.

(See Section L, Subsections 25 and 26 in Part I of the Offering Plan.)

(d) For additional guidance, refer to the Department of Law memo on delay in first closings in newly constructed condominiums and rescission, available here: http://www.ag.ny.gov/sites/default/files/pdfs/bureaus/real_estate_finance/Effective-memos/E-17.%20Delay%20in%20first%20closing.pdf.

33. Interim Lease

(a) In the event that Purchaser enters into an Interim Lease pursuant to Section K in Part I of this Plan, he/she, as Purchaser/Tenant, will have to agree to indemnify and hold Sponsor/Landlord harmless from and against any claims related to Purchaser/Tenant's acts and/or negligence.

(b) Furthermore, an uncured default under the Tower Unit Purchase Agreement shall be considered as a default under the interim lease. The interim lessee must vacate the Tower Unit within thirty (30) days after a default under the Purchase Agreement or rescission of the Tower Unit Purchase Agreement by the Lessee. The Lessee's default under the lease, if such defaults are not cured by the time of closing, shall be considered as default under the Purchase Agreement (See Section K, Subsection 1 in Part I of the Offering Plan).

34. Tower Unit Owner's Right to Mortgage

A Tower Unit owner shall have the right to mortgage or encumber his Tower Unit provided that such mortgage or encumbrance is made to a mortgagee as defined in Section C, Definitions in Part I of the Offering Plan (See Section T, Subsection 3 in Part I of the Offering Plan).

35. Restrictions on Use of Community Facility Unit(s)

(a) The proposed uses of the community facility units are Ambulatory Medical Diagnostic Center for Units 1A and 1C, and School Day Care Center (2 to 6 years olds) for Unit 1B.

(b) The Community Facility Unit(s) is not restricted to its proposed use, but the usage of the space that is commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities, homeless shelters, is not permissible (See Section I, Subsection 4 in Part I of the Offering Plan). (See also Article VI Section 13 of the By-Laws in Part II of the Offering Plan).

(c) Such restrictions will not be changed by a Sponsor controlled board during the Initial Sponsor Control Period.

36. Financing from a Second Lender

Purchasers should further note that Sponsor may grant Purchaser the right to obtain financing from a second lender if Purchaser so requests, but it will entail further costs and an additional waiting period. It is a special risk for Purchaser (See Section L, Subsection 30 in Part I of the Offering Plan).

37. Sponsor's Right to Adjourn Closing

At or prior to closing, all liens affecting the Tower Unit to be closed and its undivided common interest will be discharged or a partial release obtained and duly recorded as required by Section 339-R of the Condominium Act. Sponsor shall have the right to extend the closing for a period not to exceed six (6) months, calculated from the date when the condominium declaration is recorded in the Office of the City Register of the City of New York, or the date of the issuance of a Final Certificate of Occupancy (or a Temporary Certificate of Occupancy, if applicable), whichever later occurs, in order to obtain and be able to convey marketable title. If at the end of such six (6) months period, Sponsor is still unable to satisfy aforementioned condition, Purchaser shall be entitled to terminate the Purchase Agreement upon ten (10) days' written notice. Furthermore, Purchaser shall be entitled to a return of all down payments and interest, if any, thereon plus the reasonable cost incurred for any title searches or survey. The foregoing shall not limit or affect any other rights of rescission provided to the Purchaser in this Plan or under law (See Section O, Subsection 5 in Part I of the Offering Plan).

38. Housing Merchant Implied Warranty

This Condominium Building shall be subject to the Housing Merchant Implied Warranty under Article 36-B of the General Business Law of the State of New York. Under the relevant provisions, a housing merchant implied warranty shall mean that: (i) one (1) year from and after the warranty date (which is defined as the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home, in this case, the Tower Unit, as a residence, whichever first occurs) the Tower Unit will be free from defects due to a failure to have been constructed in a skillful manner; (ii) two (2) years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Tower Unit will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (iii) six (6) years from and after the warranty date the Tower Unit will be free from material defects (See Section O, Subsection 12(a)(xvii) in

Part I of the Offering Plan).

39. 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. This new federal law limits (i) the deduction amount of interest paid on an individual's home acquisition indebtedness to a maximum of $750,000.00 and (ii) the deduction amount of an individual's state, local real property taxes and personal property taxes to a maximum of $10,000.00 from his/her federal income taxes between 2018 through 2025. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. (See Section V, Subsection 1 in Part I of the Offering Plan).

40. Waiver of Jury

EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

41. Amenities et al

There are no amenities annexed to the Condominium Building.

42. The Right of First Refusal by the Tower Section Board of Managers

The Tower Section Board of Managers of the Condominium has the right of first refusal with respect to the Tower Units that Tower Unit Owners desire to sell or lease (See Section T, Subsection 1 in Part I of the Offering Plan for details).

43. Condominium Smoking Policy

(a) The Tower Section of the Condominium is subject to the Condominium Smoking Policy that the Base Board of Managers of the Condominium has adopted in compliance with the City of New York Administrative Code § 17-506.1. et al (Local Law 147) and the New York State Department of Law regulations, and shall be in effect when Condominium Building is constructed and upon commencement of the condominium operation

(b) Pursuant to the condominium smoking policy, smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium: (1) All indoor common areas, including, without

limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access; (2) all indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access; (3) all limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant; and (4) all outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen(15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(c) The condominium smoking policy is a material term of the Offering Plan and is incorporated into and form part of the Tower Unit Purchase Agreement (See Section AA, Subsection 35, and Exhibit C thereto annexed in Part II of the Offering Plan), the Interim Lease (See Section LL, Subsection 47, and Exhibit I thereto annexed in Part II of the Offering Plan) and the Tower Section By-Laws (See Article VI, Section 13 Restrictions on Use of Tower Units of the Tower Section By-Laws in Part II of the Offering Plan). It must be incorporated into any agreement to rent a Tower Unit or part thereof.

(d) The condominium smoking policy will be applicable to all Tower Unit Owners, Tenants, the invitees as well as any other person on the premises.

(See Section T, Subsection 21 in Part I of the Offering Plan.)

44. Intentionally deleted.

45. Eligibility for Section 528 Tax Exemption

Prospective purchasers are advised that Sponsor's counsel has opined that the condominium will not be able to make an election under Section 528 of the Internal Revenue Code. The reasons are that the condominium will not be able to satisfy the requirement that substantially all of the Tower Units At Harvest Plaza Condominium (or at least eighty-five (85%) of the total square footage of all the Tower Units within the project) must be used as residences, because less than eighty-five (85%) of the total square footage of all Tower Units within the project will be used as residences. (See Section V in Part I of the Offering Plan).

46. DOL FinCEN Disclosure

(a) 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 of residential real property located in New York City and several other jurisdictions.

(b) Prospective purchasers are advised that FinCEN requires U.S. title insurance companies to report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

(i) the purchaser is a legal entity as defined in the GTO;

(ii) the purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;

(iii) the total purchase price is in the amount of $300,000.00 or more;

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

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

(c) The terms of this Order are effective beginning April 25, 2023 and ending on October 21, 2023.

47. Limitation on Use of Cellar

Prospective purchasers are advised that the cellar cannot be used for sleeping or dining space. Furthermore, the cellar space has less light and air than ordinary living space and it is more susceptible to dampness (See Section F Schedule A Offering Prices And Related Information in Part I of the Offering Plan).

48. Major Appliances and Fixtures Included in the Offering Price

Prospective purchasers are advised all major appliances and fixtures described in the plan, such as gas stove, refrigerator, dishwasher, microwave, bathroom fixtures, kitchen cabinets and partition walls, are included in the offering price. Prospective purchasers are advised that there are no washers or dryers in the residential units, nor are there any hook-ups for purchasers to install washers and dryers. Therefore, purchasers may not install a washer/dryer in the unit. But there is a laundry room with three (3) card-operated washers and dryers on the cellar floor for the condominium (See Section D in Part I, Section EE in Part II, of the Offering Plan)

49. Notices and Delays

(a) All notices, demands or requests given or required to be given by either party to the other under this Agreement (Hereinafter collectively, the "Notices") shall be in writing and shall be sent by (i) a nationally recognized overnight courier service, (ii)

delivered personally, (iii) delivered by facsimile transmission, or (iv) delivered by electronic mail, addressed as follows:

To Sponsor/Seller:	Top One Development LLC 3050A Whitestone Expressway, A106 Flushing, New York 11354 Attn: Luo Jie Chen, Managing Member
With a copy to	Lawrence Lixin Yang, P.C. 136-20 38th Avenue, Suite 3A-1 Flushing, New York 11354-4278 Attn: Lawrence Yang, Esq. Tel.: (718) 886-7999 Fax.: (718) 886-7996 Email: lyang@lylawpc.com
To Purchaser:	[Name] Address: Attn:
with a copy to:	[Attorney for Purchaser] Address: Attention: Tel: Fax: Email:

or to such other address as the parties may from time to time designate in a Notice. Any Notice shall be deemed given on the date one (1) day after same is sent by a nationally recognized overnight courier service, on the date personal delivery is made or the date of failure or refusal to accept or acknowledge delivery or on the date facsimile transmission is made, in each case, if delivery is made on a business day in New York City, New York. Seller and Purchaser acknowledge and agree that notices from the parties may be delivered by the respective counsel to the parties listed above.

(b) A delay in the actual delivery of the notice to a purchaser may affect the time period allotted to purchaser to respond in instances in which the purchaser is required to respond within a specified time period.

(See Section AA Subsection 23 in Part II of the Offering Plan.)

50. Penalty For Interest or Other Charges

Prospective purchasers are advised that EXCEPT as provided in Section AA, Purchase Agreement in Part II of the Offering Plan (See also this Section A Subsection 9 above), the purchasers will not be penalized for any interest or other charges for failure to

close on the closing date set by sponsor.

51. Parking Facility

(a) NYC DOB zoning regulations require fifteen (15) parking spaces for residential use and four (4) parking spaces for community facility use (ambulatory diagnostic center) of this condominium building. The condominium building has proposed to provide fifteen (15) attendant parking spaces (Parking Lot Unit consists of fifteen (15) attendant parking spaces) for residential use, but no parking spaces for community facility use because if the required parking spaces for community facility use are less than twenty-five (25), they can be waived. The parking spaces that are to be provided will meet the requirement of NYC DOB zoning regulations.

(b) All of the proposed parking spaces are attendant parking spaces. There is no ADA parking space for residential use. If the sponsor rents the parking spaces to non-occupants of the condominium building, the sponsor may rent any off-street parking spaces to non-occupants of the condominium 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 occupants within 30 days after a written request made to the sponsor, by such occupants.

(See Section A(e) in Part I of the Offering Plan.)

SECTION B INTRODUCTION

1. Base Condominium

(a) In November 2021, Top One Development LLC, a New York limited liability company with an office at 3050A Whitestone Expressway, A106, Flushing, New York 11354 (Hereinafter the "Sponsor"), created a condominium entitled Harvest Plaza Condominium, or the Base Condominium. The Declaration of Condominium entitled Harvest Plaza Condominium (the "Original Declaration") dated as of November 15, 2021 was recorded on July 6, 2022 in the Office of the City Register of the City of New York, in City Register File No.: CRFN 2022000267006.

(b) The Base Condominium was created pursuant to a No-Action Letter (the "NAL") issued by the Department of Law under File No. NA210128.

(c) The Base Condominium is one five-story (5) building with cellar floor being constructed at 163-07 72nd Avenue, Fresh Meadows, New York, which was intended to contain two condominium units, i.e., Unit R1 and Unit RC1. Unit R1 contains six (6) residential rental apartments and Unit RC1 contains twenty-three (23) residential rental apartments, three (3) community facility spaces and one (1) parking space.

(d) Prospective purchasers are advised that as of the date of the submission of this offering, the Base Condominium building is still under construction and it is vacant of any tenants.

(e) Prospective purchasers are further advised that, because Unit R1 consists of 12.7796% of common interest of the Base Condominium, the sponsor's ownership of Unit R1 with affordable housing apartments will not affect the operation of the condominium, including control of the condominium board and the budget.

2. Sponsor and Offer to Sell

(a) (i) The Sponsor intends to further subdivide Unit RC1 and with this Offering Plan (See Section C in Part I of the Offering Plan for definition), offers for sale of all the units in Unit RC1, now known as The Tower Units At Harvest Plaza Condominium (Hereinafter the "Tower Section", with a unit therein referred to as the "Tower Unit"). The Tower Section will contain twenty-three (23) residential unit(s), three (3) community facility unit(s), one (1) parking lot unit with fifteen (15) valet parking spaces, and twelve (12) tenant storage units Except Tower Units 2A, 2F, 2G; 5A and 5F; all the residential units on the 2nd through 5th floors have access to either a balcony or terrace. Balconies/terraces are considered as limited common elements. All Tower Units in this building are hereby offered for sale. All of the Tower Units offered in the Offering Plan are vacant.

(ii) (A) Prospective purchasers are advised that, as indicated in the previous paragraph, the fifteen (15) valet parking spaces will consist one parking lot and

one tax lot and those parking spaces will not be separately subdivided into individual tax lots. There will be not any deeded individual parking spaces.

(B) Parking spaces will be rented to Tower Unit Owners or their tenants (as well as tenants of Unit R1) on a first come first served basis. The parking unit owner will bear the costs and expenses to employ an attendant to provide service required for valet parking who will be responsible for parking cars for renters from 6:00AM to 7:00PM seven days a week.

(C) It will not be possible to access cars or park cars outside of the 6AM-7PM time period, or any revised time schedule, although the hours of operations may change upon thirty (30)-day advance notice to better accommodate the needs of majority of the renters.

(iii) Sponsor shall retain ownership of Unit R1 and it will not be subdivided or offered for sale because it is part of the Base Condominium and not part of the Tower Section under this Offering Plan. Sponsor will not rent the apartments therein prior to consummation of this Offering Plan.

(b) On or about July 5, 2018, the Sponsor acquired title to the property on 163-07 72nd Avenue, Fresh Meadows, New York. The residential units are to be used solely for residential purpose and the community facility units are to be used for community facility purpose.

(c) (i) The Sponsor has obtained a building loan for the completion of construction of the Tower Condominium building from the lender The Berkshire Bank, having an office at 4 East 39th Street, New York, NY 10016. (13 N.Y.C.R.R. § 20.3(t)(9)).

(ii) Under the terms of the construction loan the lender does not impose any obligation on the sponsor to market the units for sale, nor does it set any minimum release price or require minimum payment per sale which must be paid to release the lien from the unit being sold. 13 NYCRR §20.3(d)(4).

(See Section Q, Subsection 1 in Part I of the Offering Plan.)

2. General

Sponsor recommends that all prospective purchasers thoroughly read this offering plan before making a final commitment. Parts I and II together with all Exhibits constitute the entire Offering Plan and contain the detailed terms of the transaction. All the documents referred to in this Offering Plan are important. All the exhibits or documents referred to herein have been submitted to the New York State Department of Law, located at 28 Liberty Street, 21st Floor, New York, NY 10005-1413 in connection with the filing of this Plan, and are available there for inspection. Such exhibits and documents are also available for inspection without charge and for copying at reasonable

charge to prospective purchasers and their attorneys at the office of the Selling Agent and also at the New York State Department of Law.

(a) The purchase of this Offering Plan is to set forth all the material terms of the offer to allow prospective purchasers to make an informed decision. However, this Plan may be amended from time to time during this offering. If amended, such amendments shall be filed with the New York State Department of Law Office of the Attorney General and shall be served on all offerees, Purchasers, and Tower Unit Owners promptly after the filing.

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

3. Submission of Property to Condominium Statute

The condominium is subject to and complies with the New York Condominium Act regulating condominiums in New York. A Declaration submitting the property to Article 9-B of the Real Property Law (Hereinafter the "Condominium Act") and Tower Section By-Laws will be recorded prior to conveyance of title to the first Tower Unit by the Sponsor. The Declaration and Tower Section By-Laws will be exactly the same to those set forth in this Plan or its Amendments, if the plan is amended. This plan and the accompanying documentation should be carefully studied by prospective purchasers and their attorneys prior to the purchase of a Tower Unit. The prices have been set by the Sponsor alone and are not subject to review or approval by the Department of Law or any other government agency.

4. Features of Condominium Ownership

(a) Ownership of a condominium is similar to ownership of any real property which is used for either commercial or residential purposes. The purchaser of a Tower Unit (Hereinafter the "Tower Unit Owner" or "Purchaser") will own, in fee simple absolute, all of the interior space of that particular Tower Unit. The exterior walls and space within the walls, roof and all of the land and improvements which are located outside of the Tower Unit itself are owned in fee simple absolute in common, by the owners of all the Tower Units. Each Tower Unit owner is entitled to exclusive possession of his/her/its Tower Unit together with an interest in and right to use the common elements (such as hallways, lobby and stairwells), and an exclusive right to the limited common elements (such as balconies and terraces) (See Section C, Subsections 10 and 29 in Part I of the Offering Plan) 13 N.Y.C.R.R.§ 20.3 (d)(7)(ii).

(b) Each owner must pay common charges in accordance with Section 339-i and Section 339-m of the New York Condominium Act. The Tower Units may be purchased for all cash, or may be purchased partly for cash and the balance for the

purchase price financed by mortgage loan. The Sponsor makes no representation as to the availability or cost of any financing that may be required by a purchaser. If a purchaser of a Tower Unit requires mortgage financing, the purchase agreement will be conditioned upon such Purchaser obtaining a commitment from a lending institution of his/her/its own choosing. Any mortgage lien given by a Purchaser to a lender will be governed by the New York State Condominium Act.

(c) Each Tower Unit will be taxed separately for real estate purposes, and consequently no Tower Unit Owner is responsible for the payment of real estate taxes on any other Tower Unit, or for payment of any mortgage obligations of any other Tower Unit. In the opinion of counsel, under the present Federal and State Income Tax Laws, a residential Tower Unit Owner may deduct on income tax returns the amount paid for real property taxes and the amount paid for interest on a mortgage loan, if any to the extent that is allowed under the new TCJA (as defined in Section V) (See Section V in Part I of the Offering Plan for details).

(d) A Tower Unit Owner is required to pay monthly common charges in proportion to his/her/its share of ownership in the common elements assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Section 339-i and Section 339-m of the New York Condominium Act. Casualty and liability insurance, electricity for lighting in the common areas of the building, water and sewer charge for the entire building, wages for the superintendent and the cost of maintenance and repair of the common elements are included with other expenses as part of the common charges (See Section F, Schedule A in Part I of the Offering Plan). However, casualty and liability insurance for the purchaser's personal effects and the interior of a Tower Unit should be carried by the individual Tower Unit Owner. Each Tower Unit will be responsible for the cost of repairs and decoration of the interior of his Tower Unit, as well as the initial installation of any fixtures or improvements. A separate electricity and gas meters will be installed for each Tower Unit, and each Tower Unit Owner will receive his/her/its own utility bills. Sponsor may install a sub-meter for each Tower Unit to register its water consumption. In such event, Tower Unit Owners will be billed by the Board of Managers for their water and sewer charge. Common charges are levied in proportion to the interest in the "common elements" appurtenant to each Tower Unit. For possible increases in common charges upon default in payment by a Tower Unit Owner, see Section S, Subsection 4 (e) for lien for non-payment of Common Charges. Tower Units can be sold or leased by a Tower Unit Owner subject to the right of first refusal by the Tower Section Board of Managers (See Section S, Subsection 1 in Part I of the Offering Plan for details).

(e) Each Tower Unit Owner must comply with the Declaration, By-Laws, regulations and any other requirement of the Board of Managers. It is the function of the Tower Section Board of Managers to administer the affairs of the condominium and supervise the operation of the condominium property. The Managers shall be elected annually at the annual meeting of Tower Unit Owners by a majority vote (See Section S, Subsection 12 in Part I, Sections GG and HH in Part II of the Offering Plan).

(f) If Sponsor makes a bulk sale of all or some of its unsold Tower Units, the transferee successor sponsor is bound by the Sponsor's representation regarding its commitment to sell Tower Units.

(g) All Purchasers shall note that the Tower Section Board does not have the right to approve or disapprove Purchasers, there is no limit on the number of owners who may purchase for investment rather than for personal occupancy, and there may always be a substantial percentage of owners who are non-resident.

SECTION C DEFINITIONS

Listed below are the definitions of some important terms used in the Offering Plan and also appearing in the Declaration and the By-Laws of the Condominium. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Offering Plan.

1. Intentionally deleted.

2. "Assessment" means a proportionate share of the funds required for the payment of common expenses which from time to time is assessed against a Unit Owner.

3. "Base Board of Managers" means the governing body of the Harvest Plaza Condominium responsible for the administration of the Condominium's affairs and the operation of the Condominium Property.

4. "Base Condominium" means the Harvest Plaza Condominium.

5. "Bulk Sale" means sale or transfer of all units, 10 or more units, or twenty percent (20%) or more of the total number of units in the condominium, whichever is less, to one individual or entity for rental or resale.

6. "Buildings" means the multi-unit residential structures located 163-07 72nd Avenue, Fresh Meadows, New York, which will comprise the Unit(s) and Common Elements of Harvest Plaza Condominium.

7. "Building Code" means the Building Code of the City of New York which constitutes part of the Construction Code of the City of New York, Title 28 § 28-101, et seq. of the Administrative Code of the City of New York.

8. "By-Laws" means the By-Laws of the Condominium as same may be amended from time to time.

9. "Commissioner of Finance" means head of Department of Finance of the City of New York or any successor agency or department thereto.

10. "Common Charges" means each Unit's proportionate share of the Common Expenses assessed in accordance with the common interest of the Unit.

11. "Common Elements" means those portions of the Condominium Property, other than the Unit(s), including without limitation the land, hallways, lobby, stairwells, and certain other portions of the Condominium Building to be set aside for common use of the Unit(s) and Unit Owners.

12. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Common Elements of the Condominium and any

expenses declared common expenses by the Declaration, the Condominium Act or the By-Laws and Article 9-B of the Real Property Law.

13. "Condominium Common Interest Assignment" means the method adopted to allocate the percentage interest of the common elements to each Unit as shown in Schedule A of the Offering Plan.

14. "Condominium" means the Unit(s) and Common Elements constituting the Condominium located at 163-07 72nd Avenue, Fresh Meadows, New York 11365. The words "Property" or "Harvest Plaza Condominium" shall be used interchangeably and shall have the same meanings as the term Condominium as defined above.

15. "Condominium Act" means the New York Condominium Act Article 9-B of the New York Real Property Law.

16. "Condominium Parcel" means a Unit together with the undivided share in the Common elements appurtenant to that Unit.

17. "Condominium Property" means and includes all lands that are subjected under the Declaration to a Condominium form of ownership, including the Condominium Building, the Unit(s), the Common Elements, and the Limited Common Elements.

18. "Declaration" means the recorded, written instrument by which the Property is submitted to the provisions of the New York Condominium Act, as such instrument maybe amended from time to time, consistent with the laws and By-Laws.

19. "DOF" means Department of Finance of the City of New York or any successor agency or department thereto.

20. "DOB" means Department of Buildings of the City of New York or any successor agency or department thereto.

21. "Department of Law" means Department of Law of the State of New York or any successor agency or department thereto.

22. Intentionally deleted.

23. Intentionally deleted. "

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

25. Intentionally deleted.

26. "FCO" means a Final Certificate of Occupancy issued by the Department of Buildings for the Condominium Building.

27. "Housing Maintenance Code" means the Housing Maintenance Code of the City of New York, Title 27 § 27-2001, et seq. of the Administrative Code of the City of New York.

28. "Housing Merchant Implied Warranty" means Article 36-B of the General Business Law of the State of New York, § 777, et seq.

29. "HPD" means Department of Housing Preservation and Development of the City of New York or any successor agency or department thereto.

30. "Initial Sponsor Control Period" means the period of time from closing of title to the first Tower Unit to the sale of the last Tower Unit, or two (2) years from the anniversary of the closing of title to the first Tower Unit, whichever first occurs.

31. "IOLA" means the New York State Interest on Lawyer Account Fund.

32. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of certain Unit or Unit(s) to the exclusion of other Unit(s), such as balconies and terrace for certain residential units.

33. "Management Agent" means an entity or individual that has been hired by the Tower Section Board of Managers as its agent to manage and carry out the operation of the Tower Units At the Condominium, whose duties include, without limitation, billing and collecting common charges, hiring and firing employees, supervising alterations and repairs, maintaining the Tower Units At the Condominium's books and records, advising the Tower Section Board of Managers regarding its proposed annual budget, purchasing supplies for the Tower Units At the Condominium and generally performing other duties of a managing agent for the Tower Units At the Condominium.

34. "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Tower Unit property.

35. "Mortgage Addendum" means the document annexed to the Tower Unit Purchase Agreement which includes additional terms and conditions to enable purchaser(s) to purchase a unit or units upon the pre-condition of obtaining a mortgage.

36. "Multiple Dwelling Law" means the Multiple Dwelling Law of the State of New York, as amended from time to time.

37. "New York City Real Property Transfer Tax" means a tax that imposed by the City of New York on each deed at the time of delivery by a grantor to a grantee when the consideration for the real property and any improvement thereon (whether or not included in the same deed) exceeds Twenty-Five Thousand dollars.

38. "New York State Real Estate Transfer Tax" means a tax imposed by the State of New York on conveyances of real property or interests therein when the consideration exceeds five hundred dollars.

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

40. "Offering Plan" means the offering statement, prospectus and literature that consist of two parts which contain all the material terms and conditions for the offer and sale to potential purchasers or investors of the Tower Unit or Tower Units together with Common Elements and/or Limited Common Elements in the Tower Units At the Condominium to be built and established at 163-07 72nd Avenue, Fresh Meadows, New York 11365.

41. "The Office of the Attorney General" means the Office of the New York State Attorney General or any successor agency or department thereto.

42. "Operation of the Condominium" means and includes the operation, administration, and management of the Condominium Property.

43. "Tower Unit Condominium Power of Attorney" means an instrument with which that Tower Unit Owners are required to nominate, constitute and appoint the members of the Tower Section Board of Managers and their successors, the Power of Attorney coupled with an interest in the name and on behalf of Tower Unit Owners to exercise certain rights and perform certain obligations as owner of The Tower Units At Harvest Plaza Condominium.

44. Intentionally deleted.

45. Intentionally deleted.

46. "Purchaser" means an individual or entity that has entered into a Tower Unit Purchase Agreement with Sponsor to purchase one or more Tower Unit(s) in the condominium.

47. "Real Property Assessment Bureau" means the Real Property Assessment Bureau of the City of New York, charged with the responsibility to assess the real property tax across the City of New York.

48. "Rent Stabilization Laws and Code" means the Rent Stabilization Law of 1969 and the Emergency Tenant Protection Act of 1974, as amended from time to time and all regulations promulgated in connection therewith.

49. "Section 528 Tax Exemption" means Title 26 U.S.C. § 528 of the Internal Revenue Code and regulations promulgated thereunder.

50. "Sponsor" means the entity or individuals who have made investment in constructing the Condominium. In this Offering Plan, it refers to Top One Development LLC, an entity maintaining its principal office at 3050A Whitestone Expressway, A106, Flushing, New York 11354.

51. "TCO" means a Temporary Certificate of Occupancy issued by the Department of Buildings for the Condominium Building.

52. "Tower Section By-Laws" means the By-Laws of the Condominium for The Tower Units At Harvest Plaza Condominium as same may be amended from time to time.

53. "Tower Unit" means a part of The Tower Units At IIarvest Plaza Condominium which will be subject to private ownership.

54. "Tower Unit Purchase Agreement" means an agreement or contract between an individual or entity and Sponsor that contains the terms and conditions for the sale and purchase of one or more Tower Unit(s) in the condominium.

55. "Tower Unit Owner" means the person or persons having fee simple ownership of a parcel in The Tower Units At Harvest Plaza Condominium.

56. "Tower Section Board of Managers" means the governing body of the condominium responsible for the administration of the affairs and operation of The Tower Units At Harvest Plaza Condominium.

57. "Unit" means a part of the Condominium Property which will be subject to private ownership.

58. "Unit Owner" means the person or persons having fee simple ownership of a Harvest Plaza Condominium Parcel.

59. "Zoning Code" means the Zoning Resolution of the City of New York as amended from time to time.

SECTION D

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

1. The Condominium, Amendments or Alterations

(a) The Tower Section will be located on the property containing a floor area of approximately 29,282 square feet, including the cellar floor at 163-07 72nd Avenue, Fresh Meadows, New York. It is part of the Base Condominium, which also contains Unit R1(with six (6) rental apartments on the third floor containing a floor area of approximately 3,159 square feet). The building is in an R6 zoning district, and in a zoning map of 14b, which permits the uses of medium-density apartment buildings, such as Class "A" apartments and community facility units.

(b) (i) The Tower Section (being built simultaneously with Unit R1) is a new building and consists of one five-story (5) building with cellar floor being constructed at 163-07 72nd Avenue, Fresh Meadows, New York. The building will contain twenty-three (23) residential unit(s) (two of which are located on the third floor with Unit R1), three (3) community facility unit(s), one (1) parking lot unit, and twelve (12) tenant storage unit(s). The residential unit(s) will be located on the second through fifth floors, the community facility units will be located on the first floor and the parking lot unit with fifteen (15) valet parking spaces will be located at the cellar floor. All residential unit(s) on the second through fifth floors have access to a balcony/terrace except Units 2A, 2F, 2G, 5A and 5F. Balconies or terraces are considered as limited common elements. All the Tower Unit(s) in the building are hereby offered for sale. All residential unit(s) shall be used for residential purpose only as designated herein. The community facility units may be used for such community facility purposes as day care center, senior care center and medical office, and may also be converted into commercial unit(s), or vice versa, when the zoning regulations are changed for this neighborhood (See Section I, Subsections 3 and 4, in Part I of the Offering Plan). (Prospective purchasers are advised that as of the date of this submission, there is no change in the zoning permitting conversion of the community facility units to commercial units is anticipated.)

(ii) Purchasers will have the ability to purchase deeded tenant storage units, because they will be apportioned into individual tax lots and will be sold or rented to Tower Unit Owners as an appurtenance on a first-come, first-served basis.

(iii) Parking areas for fifteen (15) bicycles are located in the cellar floor. Tower Unit Owners or their tenants who use bicycles can access them through the stairs leading from the first floor to the cellar. The parking areas are also accessible through driveway ramp in case of need.

(c) The property was previously used as a five (5) one (1)-family dwelling (which had been completely demolished) and will be improved and the Tower Unit(s) together with Unit R1 will be constructed in accordance with all applicable zoning and

building laws and requirements.

(d) (i) The offering price for the Tower Unit(s) includes that for the major fixtures and appliances such as gas stove, refrigerator, dishwasher, microwave, bathroom fixtures, kitchen cabinets and partition walls (See Section EE in Part II of the Offering Plan).

(ii) There are no washer or dryer provided in the residential unit nor are there any hook ups for them. There is a laundry room with three (3) card-operated washers and dryers on the cellar floor, though.

(e) 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 smoke detectors and carbon monoxide detectors in each residential unit. The law requires the owners of residential condominium units to maintain the detectors.

(f) (i) Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures, layouts and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth therein or in Section EE in Part II of the Plan, materials, appliances, equipment and fixtures of Equal or Better Quality; provided only that any necessary approval of any governmental authority having jurisdiction thereover is first obtained. However, Sponsor may not change the size, location of buildings or units, other improvements or common elements, if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected unit owners and contract vendees consent in writing to such change. Except as otherwise provided herein, any or all of the foregoing amendments or changes may be made without prior notice to unit owners and/or contract vendees.

(ii) However, unless an affected purchaser consents, no material change will be made in unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to the sponsor for that unit and the purchaser is not in default; and, furthermore, 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. See 13 N.Y.C.R.R. §§ 20.3(k)(3) and (4).

(g) (i) No additional construction works which require a building permit shall be commenced until the Final Certificate of Occupancy for the Condominium building is issued because the Sponsor will not be able to obtain the Final Certificate of Occupancy until all open permits are signed off. Sponsor may include Purchaser's alteration plan in the final 'as-built' plan of the Condominium building by amending the same, so that the Purchaser will be able to commence the construction work without waiting for the issuance of the Final Certificate of Occupancy. In such event, the Offering Plan will be amended to disclose such revisions to the Building Plans including an

addendum to the architect's report. However, the Sponsor does not guarantee that Sponsor will actually be able to do so. If the Purchaser asks the Sponsor to amend the building plan to include his/her/its alteration plan, the cost to amend the Plan must be borne by the Purchaser. Any additional construction works or alteration works such as removal or erection of interior partitions or addition or relocation of a bathroom each individual purchaser may wish to perform must conform to the applicable codes and laws including, but not limited to, the Building Code of The City of New York, the New York State Multiple Dwelling Law and the New York City Housing Maintenance Code. All construction must conform to the various building codes, which minimally require the use of proper materials, legal configurations and dimensions of rooms, adequate light and natural or mechanical ventilation for all spaces, legal plumbing and electrical systems. Additionally, contractors used by a Purchaser must be licensed and insured.

(ii) The Board of Managers may, and has a right to regulate the following regarding additional construction or alterations of the individual Tower Unit:

(1) The schedule for construction work, e.g., 8:00 AM to 5:00 PM except holidays;

(2) The measures that will be taken to protect the security of the building during construction, including the manner in which each Tower Unit Owner and the construction workers will gain access to the building;

(3) Interruption of services during construction, including interruption to water, electricity and elevator service;

(4) Requirement of the contractor to carry liability insurance.

(iii) Prospective purchasers are warned that a Tower Unit Owner's failure to complete any work in his/her unit can affect the issuance of a permanent certificate of occupancy

(iv) Notwithstanding anything to the contrary in the previous paragraph, Sponsor does not anticipate to close title with a TCO or permit construction while the condominium building is occupied. In the event that the condominium building has a partial TCO and a purchaser in contract desires to close title to his/her contracted-for-unit with Sponsor, or Sponsor would allow any construction work to be conducted while the condominium building is occupied, a tenant protection plan shall be put in place.

(h) The additional works or alteration works each Purchaser wishes to perform on his/her/its Unit must be done at each Purchaser's own cost and expense.

(i) All said additional work a purchaser desires for his/her/its Unit must be performed either by a contractor designated by Sponsor or a contractor approved by

Sponsor, which approval shall not be unreasonably withheld or delayed, and which contractor will not employ any person or means that may cause labor disturbances or stoppages in the work of the building employees or other contractors or subcontractors employed in the building or at the Property. Sponsor intends to complete the construction in accordance with all applicable zoning laws, regulations, codes and any other governmental requirements. No Tower Unit will close before a Temporary Certificate of Occupancy is obtained.

(j) (i) (1) The sponsor is NOT providing a No Dollar Limit (Hereinafter the "NDL") Manufacturer's Warranty for the roof of the Condominium. However, sponsor is obligated to, and shall, ensure that the roofing membrane and appurtenances were not installed in accordance with the manufacturer's specifications.

(2) Typically, NDL Warranties include completely repairing the problem, no matter what it takes. The Manufacturer will solve the problem, even if it requires complete re-roofing. The Warranty only includes roof leakage that is caused by defects in labor or materials. It does not include damage caused by abuse to the roof. There is normally a charge for "No Dollar Limit" Warranties. These warranties, like all Manufacturer Warranties, are subject to certain terms and limitations stated by the Manufacturer. Potential purchasers should note that the NDL Warranties do not apply to this offering.

(ii) After consummation of the Offering Plan, the cost of repairing the roof (except any defects in construction of the roof that Sponsor is responsible to repair) will be borne by the unit owners and the actual cost for repairs will depend on the extent of damages to the roof.

2. Easements

Each Tower Unit Owner will have an easement in common with all other Tower Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the common elements or located in other Unit(s) and servicing his/her/its Unit. Further, each Tower Unit Owner will have an easement for the continuance of any encroachment by his/her/its Unit or any adjoining Unit or common elements now existing or which may come into existence hereafter as a result of the settling of the Building or repair or alteration of the Tower Unit by the Board of Managers after damage by fire or other casualty or as a result of condemnation or eminent domain proceeding, or any alteration made by the Board to the common elements, so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to these encroachments and easements in favor of all other Tower Unit(s). The Board of Managers, its agents and employees shall have a right of access to the Tower Unit(s) and the common elements (irrespective of the restricted nature of any common elements), upon at least twenty-four (24) hours prior notice, except for emergency repairs, to inspect, maintain, or repair the common elements or to make repairs to the Tower Unit to prevent damage to the common elements or any other Tower Unit.

3. Compliance with Parking Regulation in Multiple Dwelling

Parking spaces in a multiple dwelling should conform to Multiple Dwelling Law § 60, which provides, inter alia, that "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 of 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 such 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."

(See N.Y. Mult. Dwell Law § 60.)

SECTION E LOCATION AND AREA INFORMATION

1. The Condominium property is located on 72nd Avenue near the cross roads between 163rd Street and 164th Street, which is a public road in Fresh Meadows, Queens County, New York. It is about 0.7 miles southwest of Interstate 678 Expressway aka Long Island Expressway (LIE) and about 0.8 miles northeast of Interstate 678 Expressway. The Condominium property is located in an R6 zoning district which allows Class A multiple dwellings including condominiums and cooperative apartments and commercial units.

2. There is currently no project that has been or is being built by the sponsor in the immediate vicinity. To the best of the Sponsor's knowledge, up to now, there are no other development projects that have been publicly announced that will be adjacent to or directly across the street from the Condominium.

3. All surrounding areas are developed, and comprising of single and multiple dwellings, including condominiums and cooperative apartments, houses of worship, various retail stores, restaurants, banks, office buildings and public facilities. The major shopping area is about 0.5 miles away on Kissena Boulevard near 73rd Avenue. This central location offers the availability and advantage of all the nearby conveniences.

4. The E and F Trains of Metropolitan Transit Authority stop along Hillside Avenue and Queens Boulevard, which are a few blocks away from the Condominium. Various bus stops are located along 164th Street.

5. The nearest elementary school is P.S. 154 Queens, which is 0.2 miles away located at 75-02 162nd Street, Fresh Meadows, NY 11366. The nearest Junior High School is I.S. 250 The Robert F. Kennedy Community Middle School located at 158-40 76th Road, Fresh Meadows, NY 11366, which is approximately 0.5 miles away, and the nearest Senior High School is Robert F. Kennedy Community High School, located at 75-40 Parsons Boulevard, Fresh Meadows, NY 11366 which is approximately 0.5 miles away.

6. Public services such as police and fire protection, street maintenance and water service are provided by the City of New York. There is a police station New York Police Department - 107th Precinct at 71-01 Parsons Boulevard, Fresh Meadows, NY 11365 located approximately 0.4 miles away and a fire protection station FDNY Engine 315 & Ladder 125 is located approximately 0.8 miles away at 159-06 Union Turnpike, Fresh Meadows, NY 11432.

7. The hospitals in the vicinity of the Condominium are NYC Health + Hospitals / Queens, located at 82-68 164th Street, Jamaica, NY 11432, which is approximately 0.8 miles away; and New York-Presbyterian Queens, located at 182-15 Horace Harding Expressway, Flushing, NY 11365, which is approximately 1.8 miles away.

8. There is one park nearby, Emerald Playground. It is about 0.2 miles away from the Condominium. Queens Public Library at Pomonok, located 158-21 Jewel Avenue, Fresh Meadows, NY 11365, which is about 0.5 miles away from the Condominium.

SECTION F OFFERING PRICES AND RELATED INFORMATION
THE TOWER UNITS AT HARVEST PLAZA CONDOMINIUM
163-07 72nd Avenue
Fresh Meadows, New York 11365
SCHEDULE A
(July 1, 2024- June 30, 2025)

Unit No.	No. of Bedroom / Baths	Approx Square Footage	Limited Common Elements (Balcony(B) & Terrace(T))	Gross Square Footage	Offering Price	Percentage of Common Interest	Percentage of Tower Common Interest	Projected Est. Monthly Common Charges	Projected Est. Monthly Real Estate Taxes	Projected Est. Annual Real Estate Taxes	Projected Est. First Year's Monthly Carrying Charges
	(1)	(2)(a)	(2)(b)	(2)(c)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1A	0/05	1,585		1,585	$952,000.00	5.1780%	5.9367%	$582.33	$1,132.64	$13,591.66	$1,714.97
1B	0/2x0.5	3,650		3,650	$2,190,000.00	11.9188%	13.6652%	$1,340.41	$2,607.08	$31,285.00	$3,947.50
1C	0/05	1,791		1,791	$1,075,000.00	5.8493%	6.7064%	$657.83	$1,279.49	$15,353.84	$1,937.31
2A	1/1	410		410	$410,000.00	1.7189%	1.9707%	$193.31	$429.71	$5,156.50	$623.01
2B	2/2	698	T-1,051	1,749	$820,000.00	3.2093%	3.6795%	$360.92	$802.31	$9,627.72	$1,163.23
2C	1/1	466	T-620	1,086	$536,000.00	2.1160%	2.4260%	$237.97	$528.99	$6,347.83	$766.95
2D	1/1	466	T-547	1,013	$525,000.00	2.0905%	2.3968%	$235.10	$522.62	$6,271.43	$757.72
2E	2/2	699	T-705	1,404	$735,000.00	3.0141%	3.4557%	$338.97	$753.51	$9,042.12	$1,092.48
2F	2/2	716		716	$662,000.00	2.8768%	3.2983%	$323.53	$719.19	$8,630.27	$1,042.72
2G	1/1	402		402	$390,000.00	1.6576%	1.9005%	$186.42	$414.40	$4,972.82	$600.82
3B	2/2	709	B-25	734	$667,000.00	2.8752%	3.2965%	$323.35	$718.80	$8,625.56	$1,042.15
3C	2/2	698	B-40	738	$652,000.00	2.8198%	3.2330%	$317.12	$704.95	$8,459.41	$1,022.07
4A	1/1	410	B-25	435	$434,000.00	1.7746%	2.0346%	$199.57	$443.64	$5,323.70	$643.21
4B	2/2	709	B-25	734	$667,000.00	2.8752%	3.2965%	$323.35	$718.80	$8,625.56	$1,042.15
4C	2/2	698	B-40	738	$652,000.00	2.8198%	3.2330%	$317.12	$704.95	$8,459.41	$1,022.07
4D	1/1	466	B-40	506	$460,000.00	1.9399%	2.2241%	$218.16	$484.96	$5,819.54	$703.12
4E	1/1	466	B-40	506	$460,000.00	1.9399%	2.2241%	$218.16	$484.96	$5,819.54	$703.12
4F	2/2	699	B-40	739	$653,000.00	2.8240%	3.2378%	$317.59	$706.00	$8,471.97	$1,023.59
4G	2/2	716	B-25	741	$666,000.00	2.8860%	3.3089%	$324.57	$721.50	$8,658.01	$1,046.07
4H	1/1	402	B-25	427	$426,000.00	1.7411%	1.9962%	$195.81	$435.27	$5,223.22	$631.07
5A	1/1	575		575	$633,000.00	2.5452%	2.9181%	$286.24	$636.29	$7,635.45	$922.52
5B	2/2	698	B-40	738	$669,000.00	2.8593%	3.2782%	$321.56	$714.81	$8,577.68	$1,036.36
5C	1/1	466	B-40	506	$472,000.00	1.9677%	2.2560%	$221.29	$491.92	$5,903.01	$713.21
5D	1/1	466	B-40	506	$472,000.00	1.9677%	2.2560%	$221.29	$491.92	$5,903.01	$713.21
5E	2/2	699	B-40	739	$670,000.00	2.8634%	3.2830%	$322.03	$715.85	$8,590.24	$1,037.88
5F	1/1	575		575	$633,000.00	2.5452%	2.9181%	$286.24	$636.29	$7,635.45	$922.52

Unit No.	No. of Bedroom / Baths	Approx Square Footage	Limited Common Elements (Balcony(B) & Terrace(T))	Gross Square Footage	Offering Price	Percentage of Common Interest	Percentage of Tower Common Interest	Projected Est. Monthly Common Charges	Projected Est. Monthly Real Estate Taxes	Projected Est. Annual Real Estate Taxes	Projected Est. First Year's Monthly Carrying Charges
	(1)	(2)(a)	(2)(b)	(2)(c)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
PL		2,295		2,295	$600,000.00	5.6931%	6.5273%	$640.26	$1,245.32	$14,943.80	$1,885.58
TS-1		41		41	$41,000.00	0.1719%	0.1971%	$19.33	$37.60	$451.25	$56.94
TS-2		41		41	$41,000.00	0.1719%	0.1971%	$19.33	$37.60	$451.25	$56.94
TS-3		64		64	$64,000.00	0.2683%	0.3076%	$30.17	$58.69	$704.23	$88.86
TS-4		57		57	$57,000.00	0.2390%	0.2740%	$26.88	$52.28	$627.30	$79.15
TS-5		57		57	$57,000.00	0.2390%	0.2740%	$26.88	$52.28	$627.30	$79.15
TS-6		57		57	$57,000.00	0.2390%	0.2740%	$26.88	$52.28	$627.30	$79.15
TS-7		57		57	$57,000.00	0.2390%	0.2740%	$26.88	$52.28	$627.30	$79.15
TS-8		57		57	$57,000.00	0.2390%	0.2740%	$26.88	$52.28	$627.30	$79.15
TS-9		57		57	$57,000.00	0.2390%	0.2740%	$26.88	$52.28	$627.30	$79.15
TS-10		57		57	$57,000.00	0.2390%	0.2740%	$26.88	$52.28	$627.30	$79.15
TS-11		44		44	$44,000.00	0.1845%	0.2115%	$20.75	$40.35	$484.21	$61.10
TS-12		44		44	$44,000.00	0.1845%	0.2115%	$20.75	$40.35	$484.21	$61.10
*R1		3,159	NA	NA	NA	12.7796%	0.0000%	$1,437.22	NA	NA	NA
Total		26,422	3,408	26,671	$18,814,000.00	100.0000%	100.0000%	$11,246.17	$20,826.67	$249,920.00	$30,635.62

Note 1. Balconies and/or Terraces are uninhabitable space and this space may not be legally used as a bedroom or living room. To do so may result in a building code violation being issued for the Building.

2. The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete. The projected real estate taxes without exeption will be $269,914.00 after construction is complete for the whole buidling. See Footnote 6(c) to Schedule A for more information regarding the projected assessed valuation after completion of construction.

*3. Unit R1 is provided for common charge purposes only. It's not part of the Tower Units, nor is it part of the offering.

4. Units 1A, 1B and 1C are community facility units and TS-1 through TS-12 are tenant storage units.

5. Column 4 reflects the percentage of common interest that each Tower Unit and Unit R1 shares in Base Condominiuim/Harvest Plaza Condominium. Column 5 reflects the percentage of common interest that each Tower Unit shares in the Tower Section/ Tower Units at Harvest Plaza Condominium offered for sale in this offering.

FOOTNOTES TO SCHEDULE A

1. (a) The method of calculating the number of bedrooms is in accordance with the Zoning Code of the City of New York, which requires the bedrooms to meet certain standard of "habitability" with minimum size and lighting. A bathroom with lavatory and shower or bathtub counts as one (1) bath, and a bathroom with a lavatory and toilet only counts as ½ bath. The dining area, study, den, balconies and closets do not count as rooms.

(b) The following are the Tower Unit information:

(i) Tower Units 1A, 1B and 1C:

Community Facility Unit

(ii) Tower Units 2A, 2C, 2D, 2G; 4A, 4D, 4E, 4H; 5A, 5C, 5D and 5F:

1 Bedroom, Living, Dining Area,
Kitchen, 1 Full Bath

(iii) Tower Units 2B, 2E, 2F; 3B, 3C; 4B, 4C, 4F, 4G; 5B and 5E:

2 Bedroom, Living, Dining Area,
Kitchen, 2 Full Bath

(iv) Tower Unit PL

Parking lot unit with fifteen (15) valet parking spaces

(v) Tower Units TS1 through TS-12

Tenant storage space

Note: The proposed uses of the community facility units are Ambulatory Medical Diagnostic Center for Units 1A and 1C, and School Day Care Center (2 to 6 years olds) for Unit 1B.

(c) Except Tower Units 2A, 2F, 2G; 5A and 5F; all the Residential Units on the 2nd through 5th floors have access to either a balcony or terrace. The balconies/terraces are considered as limited common elements.

The floor plans are contained in Section FF, Part II of this Plan.

2. (a) (i) Column 2(a) of Schedule A shows the approximate square footage of the Units which is measured from the unit side of the window glass or concealed fireproofed structural members of the exterior wall to the center line of the drywall

partitions or block partitions which separate the Unit from another Unit, or to the unit side of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Unit from corridors, stairs and other common or mechanical equipment spaces.

(ii) The common elements on each floor, such as hallway, corridor and/or stairway, are not included in the approximate square footage. The limited common elements such as balconies and/or terraces are shown in Column 2(b). The gross square footage shown in Column 2(c) is the sum of the approximate square footage and the limited common elements such as balconies and terraces to which only the Unit Owner is accessible (See Section A in Part I of the Offering Plan). The gross square footage shown in Column 2(c) are not based upon the measurements from interior surfaces of the interior walls, and the actual area compromising the unit is substantially less than the area listed in both Columns 2(c) in Schedule A. The measurements are approximate within reasonable tolerances.

(iii) Note that a decrease in a unit's area of 5% or less will not affect a purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material.

(b) When measured horizontally, each Unit is defined to consist of the space from the unit side of the window glass or concealed fireproofed structural members of the exterior wall to the center line of the drywall partitions or block partitions which separate the Unit from another Unit, or to the unit side of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Unit from corridors, stairs and other common or mechanical equipment spaces. When measured vertically, each Unit is defined to consist of the space from the underside of the concealed concrete slab, or of the fireproofed beam, as the case may be, at the highest level of a Unit to the top of the concrete floor or wood subfloor at the lower level of a Unit, except that the structural slabs and beams separating floors and any Common Elements located within any Unit shall not be considered as part of the Unit.

3. (a) Offering prices may be increased or decreased by a duly filed amendment to the Plan when it is an "across the board" change affecting one or more lines of Units, or Unit models, or is to be advertised or is an individually negotiated price which is higher than the listed offering price. Offering prices and specified terms are negotiable and the Sponsor may enter into a Tower Unit Purchase Agreement with an individual Purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment (See Section J in Part I of the Offering Plan). However, the provisions applicable to any of the negotiable terms must be disclosed in the Plan.

(b) (i) At the closing of each Unit, the Purchaser will pay (i) (A) the Sponsor/Seller's attorney closing fee of $1,500.00 for a residential unit or a parking space unit (if applicable and carried out as an independent transaction), and (B) $2,000.00 for a commercial and/or community facility unit; (ii) $350.00 attendance fee if the purchaser desires to have the closing other than at the office of the Sponsor/Seller's Attorney; (iii)

$350.00 assistance fee for mortgage application if Purchaser requires Sponsor/Seller's attorney to provide assistance therein, such as providing Attorney Escrow Letter, documents on sales and closing of condominium units, status of condominium, condominium questionnaire and other related information to the Purchaser's mortgage lender and/or broker; (iv) $350.00 assignment/amendment fee for each assignment of, or amendment to, the Tower Unit Purchase Agreement required by the Purchaser; and (v) fifty percent (50%) of the Sponsor/Seller's attorney fee (for example, $875.00 with assistance in obtaining purchase mortgage, or $750.00, without such assistance for a residential unit, or a parking space unit), as provided in Section P, unless such termination or cancellation is due to the fact that Sponsor/Seller is in default and Purchaser is entitled to such termination or cancellation.

(ii) At closing, the purchaser is also expected to pay the State and City transfer taxes; the amount equal to one (1) month common charge as contribution to Working Capital Fund.

(iii) For a complete explanation of closing costs associated with the transfer of title to the Units, see Section P "Closing Cost and Adjustments" in Part I of the Offering Plan. NYCRR§20.3(g) (2) The closing costs are in addition to the purchase price of each Unit.

4. (a) The percentage interest of each Unit in the Common Elements shall be the approximate proportion that the fair value of the Unit at the date of Declaration bears to the then aggregate fair value of all the Units pursuant to the New York Condominium Act Section 339-I.1. (i).

(b) The percentage of common interest shown in Column 4 indicates the percentage interest of each Tower Unit in the Common Elements relative to the Harvest Plaza Condominium which includes Unit R1. The percentage of common interest shown in Column 5 indicates the percentage interest of each Tower Unit in the Common Elements relative to the Tower Section.

5. The projected estimated first year's monthly common charges and the projected estimated first year's monthly carrying charges are shown in Columns 6 and 9 respectively. Sponsor is not offering or procuring mortgage financing, therefore if the purchaser obtains financing, the purchaser's debt service will be an additional expense. Additionally, the projected carrying charges do not include certain costs for which the unit owner is responsible such as repairs to the interior of the unit, separately metered gas, electricity, hot water, heat, air conditioning and cable television service. Please refer to Schedule B-1 for individual carrying charges. NYCRR§20.3(g) (2)(v)

6. (a) After the condominium is divided into individual tax lots, each unit will be taxed as a separate tax lot for real estate tax purposes and the unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the non-payment of taxes on other units.

(b) Schedule A, Column (7) shows the projected estimated first-year monthly real estate tax. The Sponsor anticipates that a Temporary Certificate of Occupancy will be issued on or about June 30, 2024 and that construction will not be completed until after the end of the first year of condominium operation. The calculation of Column (7) is made based on the estimated assessed valuation for the tax year of 2024/2025 when Condominium building is still under construction:

(i) Residential Portion

A × B × C × 1/12

A= The estimated assessed value of the property during 2024/2025 tax year allocated to residential portion: ($1,361,294.00)

B= Estimated tax rate then in effect (12.325%)

C– Percentage of common interest allocated to each Residential Unit.

(ii) Non-Residential Portion

A × B × C × 1/12

A= The estimated assessed value of the property during 2024/2025 tax year allocated to the non-residential portion: ($761,694.00)

B= Estimated tax rate then in effect (10.784%)

C= Percentage of common interest allocated to the non-residential portion

NYCRR§20.3(g) (2)(vi)

(c) Purchasers are advised that the estimated assessed value of the Condominium in Subsection 6(b) above reflects the assessment for the first year Condominium operation while the condominium building is under construction, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) after construction is complete for the following tax year (i.e., tax year of 2026/2027, based on the assumption that the Final Certificate of Occupancy will issue after July 1, 2025 and before December 31, 2025), commencing from July 1, 2026

(i) The calculation for the residential portion is made as follows:

A × B × C × 1/12

A= The estimated assessed value of the property during 2026/2027 tax year allocated to the residential portion ($1,470,197.00)

B= Estimated tax rate then in effect (assuming it remains static) (12.325%)

C= Percentage of common interest allocated to each Residential Unit

Note: Based on the calculation, projected real estate taxes for the residential portion will be about $181,202.00.

(ii) The calculation for the non-residential portion is made as follows:

A × B × C× 1/12

A– The estimated assessed value of the property during 2026/2027 tax year allocated to the non-residential portion: ($822,630.00)

B= Estimated tax rate then in effect (assuming it remains static) (10.784%)

C= Percentage of common interest allocated to the non-residential portion

Note: Based on the calculation, projected real estate taxes for the non-residential portion will be about $88,712.00

(d) The estimated real estate taxes for tax year of 2025/2026 will remain the same as those for tax year of 2024/2025 while the Condominium building is still under construction.

(See Section V in Part I of the Offering Plan). 13 NYCRR 20.3(g)(2)(vi)

7. (a) In the absence of an individual mortgage on the Unit, the total amount of carrying charges deductible for income tax purposes for the residential unit owners would equal the monthly real estate taxes. Should Purchaser obtain financing, the projected amount deductible for income tax purposes may vary in subsequent years due to refinancing the mortgage, the allocation of constant debt service payments between interest and principal, or changes in the assessed valuation, the tax rate or in the method of assessing real property which results in change in real property taxes, or such other changes as may reasonably be expected to affect deductions. NYCRR§20.3(g) (2)(vii)

(b) Notwithstanding the previous paragraph, prospective Purchasers should note that 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. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

SECTION G

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE B

FROM JULY 1, 2024 TO JUNE 30, 2025

PROJECTED INCOME:		
PROJECTED COMMON CHARGES (NOTE 1) –		
TOWER RESIDENTIAL UNITS		$ 75,475.88
TOWER COMMUNITY FACILITY UNITS		$ 30,966.82
TOWER PARKING LOT UNIT&TS UNITS		$ 11,264.72
UNIT R1		$ 17,246.58
	TOTAL:	$134,954.00
ESTIMATED EXPENSES:		
SALARIES AND WAGES (NOTE 2)		$ 37,710.00
UTILITIES – ELECTRICITY		
FOR LIGHTING, ELEVATOR & HEATING (NOTE 3)		$ 27,838.00
UTILITIES – GAS FOR HEATING (NOTE 4)		$ 0.00
WATER AND SEWER CHARGES (NOTE 5)		$ 28,507.00
REPAIRS, MAINTENANCE SERVICE &		
SUPPLY (NOTE 6)		$ 2,000.00
INSURANCE (NOTE 7)		$ 26,000.00
LEGAL AND AUDITING (NOTE 8)		$ 6,000.00
MANAGEMENT FEE (NOTE 9)		$ 6,749.00
INCOME TAX (NOTE 10)		$ 150.00
CONTINGENCIES (NOTE 11)		$ 0.00
	TOTAL:	$134,954.00

DESPITE THE BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION IN SCHEDULE B ABOVE, IF THE ACTUAL COMMENCEMENT OF THE BUDGET YEAR IN THE OFFERING PLAN DIFFERS BY SIX (6) MONTHS OR MORE FROM THE ANTICIPATED DATE OF CLOSING OF THE FIRST UNIT, THE OFFERING PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET WHICH WILL DISCLOSE THEN CURRENT PROJECTIONS. IF SUCH AMENDED BUDGET PROJECTIONS EXCEED THE ORIGINAL BUDGET PROJECTIONS BY TWENTY-FIVE PERCENT (25%) OR MORE, ALL PURCHASERS WILL HAVE THE RIGHT TO RESCIND THEIR CONTRACT WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF THE AMENDED BUDGET AND HAVE THEIR DEPOSITS REFUNDED.

THE SPONSOR MAY NOT DECLARE THE PLAN EFFECTIVE WHERE THERE ARE ANY MATERIAL CHANGES TO THE BUDGET IF SUCH CHANGES HAVE NOT BEEN DISCLOSED BY A DULY FILED AMENDMENT TO THE OFFERING PLAN.

FOOTNOTES TO SCHEDULE B

1. Common Charges $134,954.00

(a) These estimates of operating expenses and income have been made by the Sponsor's experts based on the operation of comparable properties in the area. It cannot be construed as an assurance of the final expenses and is merely based upon monthly common charges set forth in Schedule A which will be paid by each Tower Unit Owner.

(b) The allocation of the projected expenses among the Tower Residential Units (consisting of 55.9271% of common interest), the Tower Community Facility Units (consisting of 22.9462% of common interest), Tower Parking Lot Unit and Tower Tenant Storage Units (consisting of 8.3471% of common interest), and Unit R1(consisting of 12.7796% of common interest) is based on the percentage of common interest each unit shares. There is no special allocation for the community facility unit.

2. Salaries and Wages $37,710.00

(a) It is anticipated that the building staff will consist of one full-time, non-union superintendent who works approximately forty (40) hours a week at the hourly rate of $15.00 and employee benefits, such as, worker's compensation insurance and medical insurance as required by federal or state laws and regulations amounting to about $3.13 per hour to provide services necessary for maintenance of the common areas. The wages for the superintendent meet state minimum wage laws. (13 N.Y.C.R.R. § 20.3(h)(4)(ii))). The budgeted amount reflects current wage rates and reasonably anticipated increases. The estimated labor cost is based on the following calculations:

Payroll:	$37,710.00
Payroll Taxes & Miscellaneous Expenses:	
FICA $37,710.00× 7.65%=	$ 2,884.82
State Unemployment Insurance:	
$37,710.00× 4%=	$ 1,508.40
Federal Unemployment Insurance:	
$37,710.00× 0.8%=	$ 301.68
Worker's Compensation/Disability:	
Insurance: $37,710.00× 4.5%=	$ 1,696.95
Miscellaneous	$ 113.13

(b) (i) The Administrative Code of the City of New York Article 13, § 27-2052, et seq., requires one of the following when the building has nine (9) or more dwelling (rental) units(which applies to privately owned condominium units, as per the interpretation of Department of Law Real Estate Finance Bureau): (1) that the owner performs the janitorial services; or (2) that there be a full time superintendent who resides in the building or within 200 feet from the building; or (3) there be a janitorial service approved by the Department of Buildings available twenty-four (24) hours per day. The

sponsor will perform the janitorial services itself (without using any fees under this budget item or charging any other Tower Unit Owners for such services) for the Base Condominium (which includes Tower Units and Unit R1) to comply with the requirements of the Administrative Code of the City of New York Article 13, § 27-2052, et seq. Such janitorial services include the making of minor repairs; the furnishing of heat and hot water, where supplied from a central source; the removal of garbage, refuse, ashes and wastes from the premises; and the removal of snow, ice, dirt and other matter from the sidewalk and gutter. After it sold all the Tower Units, Sponsor will cease to perform the janitorial services for Tower Section (consisting of Tower Units), but will continue to perform the janitorial services itself for Unit R1(rental apartments).

(ii) This budget item (i.e., $37,710.00) will be collected as part of the common charges from Tower Unit Owners and owner of Unit R1 as well during the period when sponsor performs the janitorial services itself free of charge, sponsor anticipates a surplus (or reserve) under this budget item for the Base Condominium because it will be not expended. Sponsor does not expect common charges to increase for Tower Unit Owners when sponsor ceases to perform the janitorial services for Tower Section free of charge and the Base Condominium will need to start to use fees under this budget item (which has been part of the common charges being collected) to hire new janitorial services for Tower Section.

(iii) Sponsor hereby represents that it will perform all janitorial services free of charge that are necessary to comply with the Administrative Code of the City of New York Article 13, § 27-2052, et seq. as long as it owns any Tower Units. The surplus (or reserve) that is anticipated to be saved for one budget year will be $37,710.00. For the budget year after sponsor no longer performs the services free of charge, the anticipated cost of the janitorial services necessary to comply with the administrative code is expected to be $37,710.00.

3. Utilities – Electricity for Lighting, Elevator & Heating $ 27,838.00

(a) The projection for cost of electricity is based upon estimates provided by Edwin F. Deguzman, Professional Engineer, of HRM Engineering Services, P.C. with an office at 102 Jericho Turnpike, Suite 102, Floral Park, NY11001. The following estimate is for the cost of electricity which is included and covered by the common charge such as cost of electricity for exterior and interior common area lighting, fans, pumps and the elevator system and heating, if applicable. The rate indicated below includes tax and latest utility company surcharges for fuel adjustments.

	Consumption	Cost
COMMON AREA ELECTRICITY:	139,190KWH @ $0.20/KWH	$27,838.00/Year

(b) The projection does not include the cost of electricity for each unit which shall be individually metered and billed directly to each Unit Owner. Purchasers are

referred to Schedule B-1 for individual electricity costs.

(c) In view of the current energy situation, it is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of condominium operation, which 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 the primary energy source. If the cost of oil to generate electricity increases, it is likely that electric rates will increase. It is believed that the projected figure should be sufficient to cover a reasonable increase in the cost of electricity resulting from the foregoing during the first year of condominium operation. However, no budget item is warranted.

4. Utilities – Gas for Heating $ 0.00

(a) There is no gas consumption on the heating system for the common area in this Condominium.

(b) For projection of cost of gas for each unit, which will be individually metered and billed directly to each Unit Owner, Purchasers are referred to Schedule B-1 for individual gas costs.

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

5. Water and Sewer Charges $ 28,507.00

One (1) water meter covers the entire condominium. The Units will not be individually metered for water. The budgeted figure is based upon the water and sewer formula which consists number of families, tubs/shower stalls, toilets that are in each unit, hose bibs, number of floors in the building and street frontages. Water costs are based upon 2,760HCF/yr. at $3.99/HCF and sewer charge is based upon one hundred fifty-nine percent (159%) of water costs. The projection for water and sewer charges is based on the estimate given by Edwin F. Deguzman, Professional Engineer, of HRM Engineering Services, P.C. with an office at 102 Jericho Turnpike, Suite 102, Floral Park, NY 11001.

6. Repairs, Maintenance, Service & Supply $ 2,000.00

The budget figure is for the repair and maintenance of all the common elements

such as roof, exterior (including walls, foundations, windows, doors and locks), sewer system, plumbing, electrical work, elevator system, painting and flooring of the common area, and other maintenance services. The budget also includes cost of cleaning supplies, hardware, lighting bulbs and rubbish bags. The snow removal and daily cleaning of the common area and sidewalk will be done by the superintendent. Inasmuch as the Building is a new construction, no major interior and exterior repairs are anticipated. Minor repairs will be done by the superintendent. The budget is based on the operation of comparable properties in the area. The budgeted figure does not include improvements and repairs to, maintenance of, or supplies for individual Units and limited Common elements. Each individual Unit Owner is responsible for improvements and repairs to, maintenance of, and supplies for his/her Unit and those Common Elements irrevocably restricted to his/her use.

7. Insurance $ 26,000.00

(a) The budgeted figure for insurance is based upon an estimate provided by ABC Insurance Agency, Inc., an insurance brokerage firm having an office at 41-25 Kissena Boulevard, Suite 110, Flushing, New York 11355 (Hereinafter the "ABC"). They have advised that they would be willing to write a policy with the following coverage:

Building-1,200,000.00 Limit, replacement cost, subject to a deductible of $5,000.00 per occurrence;
Maintenance Fee- Actual Loss, no deductible;
Comprehensive General Liability- $1,000,000.00 per occurrence, $2,000,000.00 per aggregate;
Fire Damage Legal Liability- $50,000.00 per occurrence;
Water Damage- subject to the building's deductible

Total anticipated annual premium: $ 26,000.00

(b) The above fire, casualty and general liability insurance will provide for and contain the following:

1. That each unit owner is an additional insured party;

2. that there will be no cancellation without notice to the board of managers;

3. a waiver of subrogation;

4. a waiver of invalidity because of the acts of the insured and unit owners; and

5. a waiver of pro-rata reduction if unit owners obtain additional coverage.

(c) The fire insurance coverage for the building master policy in the amount of $1,200,000.00 budgeted in the Plan is adequate to replace the building in the event of total loss and to avoid being a co-insurer in the event of partial loss.

(d) The above proposed coverage is provided by a company licensed in the State of New York with a best rating of "A"-Excellent, and meets the requirement of any mortgage lender procured by the Sponsor.

(e) (i) ABC recommends the purchase of the following policies at additional costs: Earthquake, Flood, Directors' and Officers' Liability, Fidelity Bond, Boiler & Machinery, Workers Compensation, Disability, Crime, Auto Liability and Excess Liability coverage.

(ii) The budget figure does not include the coverage for the Unit Owner's personal properties. It is recommended that each Unit Owner purchases his/her own insurance to cover losses and damages for his/her personal property.

8. Legal and Auditing $ 6,000.00

The fee for the accountant's services is based on the estimate given by Liming Shi, C.P.A., with office at 136-20 38th Avenue, Suite 9G, Flushing, New York 11354. The figure reflects the estimated cost of $4,000.00 for retaining an accountant to prepare a year end audited financial statement and tax return. This budgeted amount is sufficient for such accountant's services. $2,000.00 is provided for retaining an attorney to represent the Board of Managers in connection with the Condominium's normal business operations. While the Sponsor is in control of the Board, Lawrence Lixin Yang, P.C. with its office at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354 will represent the Board therefor. 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.

9. Management Fee $ 6,749.00

At or prior to the first closing of title to Unit, the Condominium will enter into management contract with the Sponsor as managing agent for a period of two (2) years. The management fee to be collected by the sponsor is about five percent (5%) of the total common charges. The projected cost for management of the condominium is neither greater than nor substantially less than the prevailing cost (ranging from four percent (4%) to twelve percent (12%)) which would be charged for such services. After one (1) year, either the Board of Managers or the sponsor may terminate the management contract upon sixty (60) days' written notice to the other.

10. Income Tax $ 150.00

(a) Based on the sponsor's tax expert's projection, when the Condominium is in full operation, the Condominium probably will not generate any taxable income except

that the Condominium is required to pay the fixed dollar minimum tax (the "FDM") as general business tax payers charged by the State of New York and City of New York (each $75.00 for gross receipts of more than $100,000.00 but not over $250,000.00) in the amount as indicated in this footnote during the first year of operation. 13 NYCRR§20.3(y)(2).

(a) The income tax projection in this Section G Subsection 10 is arrived at based on the factors that (i) common charges as major income source will most likely be used on estimated expenses as projected; (ii) there is no Reserve Fund, an income generating item, in the budget for this Offering Plan; (iii) the community facility unit will be sold to prospective purchaser(s) and individually owned; and (iv) there are no condominium amenities, such as swimming pool, gym or fitness center, recreation room, public laundry equipment, storage space, internet and/or WiFi in this Condominium as other income generating sources.

11. Contingencies $ 0.00

(a) This budget item, if provided, is generally to provide a fund for unanticipated expenses or possible increases in operating expenses not now foreseen or other condominium corporate purposes. This fund will be used in the event any income taxes are incurred to the Condominium. The budget may be modified from time to time prior to commencement of or during condominium operation to increase one or more items of expense and decrease the contingency fund. This fund does not include a reserve for capital repair and/or replacement.

(b) If the actual or projected commencement of the budget year in the Offering Plan differs by six (6) months or more from the anticipated date of closing of the first unit, the Plan will be amended to include a revised budget which will disclose then current projections. If such amended budget projections exceed the original budget projections by twenty-five percent (25%) or more, all purchasers will have the right within thirty (30) days after the receipt of the amended budget to rescind their offers to purchase and have their deposits refunded.

(c) The Sponsor may not declare the Plan effective where there are any material changes to the budget if such changes have not been disclosed by a duly filed amendment to the Offering Plan.

(d) Since no fund is being provided for major capital improvements, it is a special risk that the need for such improvements might result in an increase in common charges and/or special assessment.

SECTION H

BUDGET FOR INDIVIDUAL ENERGY COSTS

November 23, 2022

RE: Attorney General's Energy Report
163-07 72nd Avenue
Queens, NY
Block: 6802 Lot: 5

The estimated annual and monthly charges for water, sewer, and electric costs are as follows for the "163-07 72nd Avenue, Queens" project with a total of 29 apartment units.

The energy costs do not include city or state taxes.

- ***163-07 72nd Avenue, Queens Building Summary:***

APARTMENT TYPES *(2nd THRU 5th FLOOR)*				
Apt. Designation	*Apt. Type*	*No. of Person/Each Apt.*	*Total # of Apt.*	*Total # of Person(s)*
A	1 BR Apt.	2	16	32
B	2 BR Apt.	3	13	39
		Total:	**29**	**71**

COMMERCIAL UNITS *(SUB CELLAR-1 THRU 2ND FLOOR)*		
Unit Designation	*Unit Type*	*Total # of Person(s)*
1	Community Facility A	18
2	Community Facility B	73
3	Community Facility C	16
	Total:	**107**

- **Utility Cost Basis of the Projection:**

ESTIMATED UTILITY RATE COSTS	
Utility	*Estimated Cost*
Combined Water and Sewer Rate	$10.33 /100 cu. ft.
Natural Gas Rate	$1.22 /therm
Electricity Rate	$0.20 /kWh

*Considered 10% inflation in the summary of estimated costs.

1. **WATER AND SEWER COST:**

- **Residential:**
  - Estimated use of water per day per person = $\mathbf{50}\frac{\boldsymbol{gpd}}{\boldsymbol{person}}$
  - gpd = gallons/day
  - 1 cubic foot (cu.ft) = 7.5 gal

$$71\ persons\ x\ 50\frac{gpd}{person} = 3{,}550\ gpd$$

$$3{,}550\ \ gpd\ x\ 365\frac{days}{yr} = 1{,}295{,}750\frac{gal}{yr}$$

$$\boldsymbol{Annual\ Water\ Use}:$$

$$1{,}295{,}750\frac{gal}{yr} = 172{,}766.67\frac{cu.ft.}{yr}$$

$$\boldsymbol{Annual\ Water\ Cost}:$$

$$172{,}766.67\frac{cu.ft.}{yr}x\frac{\$10.33}{100\ cu.ft.} = \$17{,}846.80/year$$

- **Commercial Spaces:**
  - Estimated use of water per day per person = $\mathbf{15}\frac{\boldsymbol{gpd}}{\boldsymbol{person}}$
  - gpd = gallons/day
  - 1 cubic foot (cu.ft) = 7.5 gal

- ***Community Facility A Cost:***

$$18\ persons\ x\ 15\frac{gpd}{person} = 270\ gpd$$

$$270\ gpd\ x\ 365\frac{days}{yr} = 98{,}550\frac{gal}{yr}$$

$$\boldsymbol{Annual\ Water\ Use}:$$

$$98{,}550\ \frac{gal}{yr} = 13{,}140\frac{cu.ft.}{yr}$$

$$\boldsymbol{Annual\ Water\ Cost}:$$

$$13{,}140\frac{cu.ft.}{yr}x\frac{\$10.33}{100\ cu.ft.} = \$1{,}357.36\ \ /year$$

- ***Community Facility B Cost:***

$$73\ persons\ x\ 15\frac{gpd}{person} = 1{,}095\ gpd$$

$$1{,}095\ gpd\ x\ 365\frac{days}{yr} = 399{,}675\frac{gal}{yr}$$

Annual Water Use:

$$399{,}675\frac{gal}{yr} = 53{,}290\frac{cu.ft.}{yr}$$

Annual Water Cost:

$$53{,}290\frac{cu.ft.}{yr}x\frac{\$10.33}{100\ cu.ft.} = \$5{,}504.86\ /year$$

- ***Community Facility C Cost:***

$$16\ persons\ x\ 15\frac{gpd}{person} = 240\ gpd$$

$$240\ gpd\ x\ 365\frac{days}{yr} = 87{,}600\frac{gal}{yr}$$

Annual Water Use:

$$87{,}600\frac{gal}{yr} = 11{,}680\frac{cu.ft.}{yr}$$

Annual Water Cost:

$$11{,}680\frac{cu.ft.}{yr}x\frac{\$10.33}{100\ cu.ft.} = \$1{,}206.54\ /year$$

Total Water and Sewer Cost Summary:

BUILDING TOTAL WATER AND SEWER COST SUMMARY					
Type	*gpd/person*	*gpd*	*gal/yr*	*cu ft/yr*	*Annual Cost*
Residential	50	3,550	1,295,750	172,766.67	$17,846.80
Community Facility A	15	270	98,550	13,140.00	$1,357.36
Community Facility B	15	1,095	399,675	53,290.00	$5,504.86
Community Facility C	15	240	87,600	11,680.00	$1,206.54
Total:	**N/A**	**5,155**	**1,881,575**	**250,877**	**$25,915.56**
				Total Cost with 10% Inflation:	**$28,507.12**

2. GAS

a. ***Residential Domestic Hot Water Gas Cost:***

- Estimated use of domestic hot water based on gas fuel per day per person: $\mathbf{25}\,\frac{\boldsymbol{gpd}}{\boldsymbol{person}}$
- gpd = gallons/day
- 0.96 = efficiency of water heating equipment
- $8.33(\frac{Btu}{gal°F})$ = 1. $0(\frac{Btu}{lbmx°F})$x 62. $4(\frac{lbm}{ft^3})$ x .133$(\frac{ft^3}{gal})$

$$71\ persons\ x\ 25\frac{gpd}{person} = 1{,}775\ gpd$$

$$1{,}775\ \ gpd\ x\ 365\frac{days}{yr} =\ 647{,}875\frac{gal}{yr}$$

Annual Domestic Hot Water Gas Use:

$$\frac{647{,}875\frac{gal}{yr}x\ 8.33\frac{Btu}{gal°F}x\ 100\ deg.\ F\ rise}{0.97x100{,}000\frac{BTU}{therm}} = 5{,}563.71\frac{therm}{yr}$$

Annual Domestic Hot Water Gas Cost:

$$5{,}563.71\frac{therm}{yr}x\frac{\$1.22}{therm} = \$6{,}787.73\ /year$$

RESIDENTIAL DOMESTIC HOT WATER GAS COST SUMMARY				
gpd/person	gpd	gal/yr	therm/yr	ANNUAL COST
25	1,775	647,875	5,563.71	$6,787.73

RESIDENTIAL DOMESTIC HOT WATER GAS PER UNIT TYPE				
APT. DESIGNATION	APT. TYPE	RELATIVE COST	MONTHLY COST/APT	ANNUAL COST/APT
A	1 BR APT.	1	$15.93	$191.20
B	2 BR APT.	1.5	$23.90	$286.81
			TOTAL COST PER YEAR:	**$6,787.73**

b. ***Residential Cooking Gas Cost:***

- Estimated use of cooking gas per range: $\mathbf{40}\frac{ft^3}{hr*range}$
  - cfh = cu ft/hr
  - Each apartment is provided with one range with 1 hr use per day

$$1\frac{range}{apt}\ x\ 29\ apt = 29\ ranges$$

$$40\ \frac{ft^3}{hr * range}\ x\ 1\frac{hr\ (usage)}{day} = 40\ \frac{ft^3}{range * day}$$

$$29\ ranges\ x\ 40\ \frac{ft^3}{range * day}\ x\ 365\frac{days}{yr} = 423{,}4000\ \frac{cu\ ft}{yr}$$

Annual Residential Cooking Gas Use:

$$\frac{423{,}4000\ \frac{cu.ft.}{yr}}{100} x \frac{therm}{cu\ ft} = 4{,}234\frac{therm}{yr}$$

Annual Residential Cooking Gas Cost:

$$4{,}234\frac{therm}{yr} x \frac{\$1.22}{therm} = \$5{,}165.48\ /year$$

RESIDENTIAL COOKING GAS COST SUMMARY				
cfh/range	cfh/day	cu ft/yr	therm/yr	ANNUAL COST
40	1,160	423,400	4,234.00	$5,165.48

RESIDENTIAL COOKING GAS COST PER UNIT TYPE				
APT. DESIGNATION	APT. TYPE	RELATIVE COST	MONTHLY COST/APT	ANNUAL COST/APT
A	1 BR APT.	1	$12.13	$145.51
B	2 BR APT.	1.5	$18.19	$218.26
			TOTAL COST PER YEAR:	**$5,165.48**

c. ***Rooftop Ventilation Unit Gas Cost (****Common equipment to all Residential Units****):***
   - Based on 4,871 Heating Degree Days (*HDD - annual*) (*refer to NYS Appendix D*)
   - Total Rooftop Units Heating Inputs = 150,000 Btu/hr = 150 MBH
   - Efficiency of Rooftop Gas Furnace = 0.80

Annual Rooftop Ventilation Gas Use:

$$THL = \frac{150{,}000\ \frac{Btu}{hr}\ x 4{,}871\ HDD x 24\ \frac{hr}{day}}{47 deg.\ F\ rise x 100{,}000\ \frac{Btu}{therm}\ x.8} = 4{,}663.72\ \frac{therms}{yr}$$

Annual Rooftop Ventilation Gas Cost:

$$4{,}663.72\ \frac{therms}{yr}\ x\ \frac{\$1.22}{therm} = \$5{,}689.74\ /year$$

ROOFTOP VENTILATION GAS COST SUMMARY				
degree days	MBH	deg F rise	therm/yr	ANNUAL COST
4,871	150	47	4,663.72	$5,689.74

ROOFTOP VENTILATION GAS COST PER UNIT TYPE				
APT. DESIGNATION	APT. TYPE	RELATIVE COST	MONTHLY COST/APT	ANNUAL COST/APT
A	1 BR APT.	1	$13.36	$160.27
B	2 BR APT.	1.5	$20.03	$240.41
			TOTAL COST PER YEAR:	**$5,689.74**

3. ELECTRICITY

a. Base Building and Common Area(s) (Residential) Electrical Loads:

Base building and common area(s) (Residential) Electrical Loads Summary				
Item Name	*Operating Load (kW)*	*Usage (hr/yr)*	*Demand Factor (%)*	*Annual Demand Load (kWh)*
Elevator (1*@40HP*)	41	1,460	40	23,944
Elevator Sump Pump (1@0.5*HP*)	2.2	3,000	5	330
Water Booster Pump System (*2@3.0HP*) (60%)	4.6	3,000	20	2,760
Hot Water Heater Recirc Pump HWR (2@0.5HP)	2.4	1,460	50	1,752
Hot Water Heater Recirc Pump Boilers (2@0.75HP)	2.6	1,460	50	1,898
Condensing Units for Common Spaces (*Lobby, Elevator Machine Room, Compactor Room, Parking Attendant)*	5.4	3,000	20	3,240
Toilet Exhaust Fan (6*@0.25HP*)	4.1	4,000	50	8,200
Trash Exhaust Fan (1*@0.5HP*)	1.2	4,000	50	2,400
Kitchen Exhaust Fan (4*@0.25HP*)	2.7	4,000	50	5,400
General Exhaust Fan (1*@0.5HP*)	1.2	4,000	50	2,400
General Exhaust Fan (1*@0.07HP*)	0.5	4,000	50	1,000
Dryer Exhaust Fan (1@1.0HP)	1.7	4,000	50	3,400
Laundry Room Supply Fan (1@0.25HP)	0.7	4,000	50	1,400
Garage Exhaust Fan (1@2.0HP)	3.1	4,000	50	6,200
Lighting (*Common Areas, Corridors, Utility/Mech. Rooms, Etc.)*	10	5,840	60	35,040
Electric Heaters (*Stairs, Corridor, Storage Rooms, Mechanical Rooms, Utility Rooms, etc.*)	53.5	2,000	30	32,100
Dedicated Outdoor Air System (*Residential Corridor*)	1.7	8,760	30	4,468
Total Annual Electrical Operating Loads (kWh):				**135,932**
Annual Cost ($0.20/kWh):				**$27,186.32**

b. Base Building and Common Area(s) (Commercial) Electrical Loads:

Base building and common area(s) (Commercial) Electrical Loads Summary				
Item Name	*Operating Load (kW)*	*Usage (hr/yr)*	*Demand Factor (%)*	*Annual Demand Load (kWh)*
Water Booster Pump System (*2@3.0HP*) (40%)	3.1	3,000	20	1,860
Toilet Exhaust Fan (1*@0.25HP*)	0.7	4,000	50	1,400
Total Annual Electrical Operating Loads (kWh):				**3,260**
Annual Cost ($0.20/kWh):				**$652.00**

c. Individual Residential Apartment Electrical Loads:

1) *Typical 1-Bedroom Apartment (area = 575 sq.ft.):*

TYPICAL 1-BEDROOM APARTMENT ELECTRICAL LOADS SUMMARY				
Item Name	*Operating Load (kW)*	*Usage (hr/yr)*	*Demand Factor (%)*	*Annual Demand Load (kWh)*
Air Conditioning (PTAC) Equipment	2.3	4,380	50	5,037
Lighting	0.5	3,000	50	750
Kitchen Appliances	4	700	50	1,400
Misc. Electrical Equipment	4	1,500	20	1,200
Total Annual Electrical Operating Loads (kWh):				**8,387**
Annual Cost ($0.20/kWh):				**$1,677**
Estimated Annual Cost for Base Building and Common Area Loads (Residential)				*$765.81*
Total Annual Apartment Electrical Cost, including Common loads				***$2,443.21***

2) *Typical 2-Bedroom Apartment (area = 716 sq.ft.):*

TYPICAL 2-BEDROOM APARTMENT ELECTRICAL LOADS SUMMARY				
Item Name	*Operating Load (kW)*	*Usage (hr/yr)*	*Demand Factor (%)*	*Annual Demand Load (kWh)*
Air Conditioning (PTAC) Equipment	3.1	4,380	50	6,789
Lighting	0.75	3,000	50	1,125
Kitchen Appliances	4	700	50	1,400
Misc. Electrical Equipment	4	1,500	20	1,200
Total Annual Electrical Operating Loads (kWh):				**10,514**
Annual Cost ($0.20/kWh):				**$2,103**
Estimated Annual Cost for Base Building and Common Area Loads (Residential)				*$1,148.72*
Total Annual Apartment Electrical Cost, including Common loads				***$3,251.52***

3) *Residential Summary:*

Residential Total Electrical Loads Summary (EXCEPT BASE BUILDING AND COMMON AREA LOADS)			
Apt. Type	*No. of Apartments*	*Apt. Type Annual Demand kWh*	*Sub-Total Annual Demand Load (kWh)*
1-Bedroom	16	8,387	134,192
2-Bedroom	13	10,514	136,682
Total Annual Electrical Operating Loads (kWh):			**270,874**
Annual Cost ($0.20/kWh):			**$54,175**

d. Commercial Electrical Loads:

1) *Community Facility A (area = 1,621 sq.ft.):*

COMMUNITY FACILITY A ELECTRICAL LOADS SUMMARY				
Item Name	*Operating Load (kW)*	*Usage (hr/yr)*	*Demand Factor (%)*	*Annual Demand Load (kWh)*
Air Conditioning (*VRF*) Equipment	5.6	4,380	50	12,264
Lighting (*1 watt/sq.ft.*)	1.7	3,000	50	2,550
Electric Water Heater	3	1,500	20	900
Electric Cabinet Heater	1.5	1,500	30	675
Electric Air Curtain	11.2	4,380	20	9,811
Total Annual Electrical Operating Loads (kWh):				**26,200**
Annual Cost ($0.20/kWh):				**$5,240**
Estimated Annual Cost for Base Building and Common Area Loads (Commercial)				*$163.00*
Total Annual Apartment Electrical Cost, including Common loads				***$5,403.04***

2) *Community Facility B (area = 3,234 sq.ft.):*

COMMUNITY FACILITY B ELECTRICAL LOADS SUMMARY				
Item Name	*Operating Load (kW)*	*Usage (hr/yr)*	*Demand Factor (%)*	*Annual Demand Load (kWh)*
Air Conditioning (*VRF*) Equipment	6.6	4,380	50	14,454
Lighting (*1 watt/sq.ft.*)	3.3	3,000	50	4,950
Electric Water Heater	6	1,500	20	1,800
Electric Cabinet Heater	3	1,500	30	1,350
Electric Air Curtain	5.6	4,380	20	4,906
Total Annual Electrical Operating Loads (kWh):				**27,460**
Annual Cost ($0.20/kWh):				**$5,492**
Estimated Annual Cost for Base Building and Common Area Loads (Residential)				*$326.00*
Total Annual Apartment Electrical Cost, including Common loads				***$5,817.92***

3) *Community Facility C (area = 1,377 sq.ft.):*

COMMUNITY FACILITY C ELECTRICAL LOADS SUMMARY				
Item Name	*Operating Load (kW)*	*Usage (hr/yr)*	*Demand Factor (%)*	*Annual Demand Load (kWh)*
Air Conditioning (*VRF*) Equipment	5.6	4,380	50	12,264
Lighting (*1 watt/sq.ft.*)	1.4	3,000	50	2,100
Electric Water Heater	3	1,500	20	900
Electric Cabinet Heater	1.5	1,500	30	675
Electric Air Curtain	11.2	4,380	20	9,811
Total Annual Electrical Operating Loads (kWh):				**25,750**
Annual Cost ($0.20/kWh):				**$5,150**
Estimated Annual Cost for Base Building and Common Area Loads (Residential)				*$163.00*
Total Annual Apartment Electrical Cost, including Common loads				***$5,313.04***

4) *Commercial Summary:*

COMMERCIAL Electrical Loads Summary (EXCEPT BASE BUILDING AND COMMON AREA LOADS)	
Unit Type	*Sub-total Operating loads (kWh)*
Community Facility A	26,200.20
Community Facility B	27,459.60
Community Facility C	25,750.20
Total Annual Electrical Operating Loads (kWh):	**79,410.00**
Annual Cost ($0.20/kWh):	**$15,882.00**

e. <u>Total Electrical Cost Summary</u>

BUILDING TOTAL ELECTRICAL COST SUMMARY		
Electrical Usage	*Sub-total Operating loads (kWh)*	*Annual Cost*
Base Building & Common Areas (Residential)	135,932	$27,186.32
Base Building & Common Areas (Commercial)	3,260	$652.00
Residential	270,874	$54,174.80
Commercial	79,410	$15,882.00
Total:	**353,544.00**	**$70,708.80**
Total Cost with 10% Inflation:		**$77,779.68**

Annual Electricity Cost:

$$353{,}544\ kWh\ x\ \frac{\$0.20}{kWh} = \$70{,}708.80$$

To the best of our knowledge and professional judgement, the above are the estimated utility costs for the entire building, i.e., the apartment units, commercial spaces, and base building.

Very truly yours,

HRM Engineering Services, PC

Edwin F. Deguzman, P.E.
Principal



GRAND DEVELOPMENT REALTY LLC

15 Shelley Lane
Great Neck, New York 11023
Tel.: (917) 362-9666

October 27, 2022

SECTION H(a)

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339 (I)

State of New York
Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005-1413

Re: The Tower Units At Harvest Plaza Condominium
163-07 72nd Avenue
Fresh Meadows, NY 11365

Dear Sir/Madam:

The undersigned is a real estate broker licensed in the State of New York. We have been engaged in the sales and management of at least five(5) cooperative, condominium and rental properties in the course of over ten(10) years.

The sponsor of the Offering Plan for the subject condominium has retained us to review the allocation of common interests applied to the Units contained in Schedule A of the Offering Plan. We have no beneficial interest in the sponsor or the profitability of the subject condominium.

We have reviewed the percentage of common interest allocated to each Unit as shown in Schedule A of the Offering Plan and it is our opinion that such interest for each of the units is in approximate proportion that the fair value of the unit at the date of declaration bears to the then aggregate fair value of all the units in accordance with Section 339-I(1)(i) of the New York State Real Property Law. This allocation method utilizes the calculations of the values of the salable square footage provided by the Sponsor's architect.

Very truly yours,

Grand Development Realty LLC

By: Steve S. Cheung
Steve S. Cheung, Broker

SECTION I

COMMUNITY FACILITY UNIT(S)

1. This Tower Section contains three (3) Community Facility Unit(s) located on the first floor in addition to twenty-three (23) residential unit(s), one (1) parking lot unit(s), and twelve (12) tenant storage units. The proposed use of Community Facility Unit(s) is as follows: one (1) for daycare purposes and two (2) for ambulatory medical diagnostic center purposes. The projected share of expenses attributable to the Community Facility Unit(s) is based on the offering price and square footage of such unit(s). The common charges collected from the Community Facility Unit(s) will be based on their percentage of common interests in the Base Condominium. There is no special allocation of common expenses designated for the Community Facility Unit(s).

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

3. (a) Under the current zoning code, the condominium building is in the zoning district(s) of R6, which permits the uses for medium-density apartment houses, such as Class "A" apartments and community facility unit(s) (See Section D, Subsection 1(a) in Part I of the Offering Plan). The maximum floor area ratio permitted for residential use herein is 4.8 (which means four point eight times of the lot area). The proposed building floor areas allocated among the residential use and community facility use will satisfy the requirements under the NYC Zoning Code.

(b) However, prospective purchasers should note that the community facility unit is not restricted to its proposed use and the community facility unit owner has the right to subdivide the unit. If NYC Zoning Code is amended in the future with respect to the zoning district in which this condominium building is located (such as through local zoning authority, community board, and/or upon application of condominium Board of Managers on behalf of all unit owners), community facility unit might be converted into a commercial unit, such as a commercial retail store, and/or general office, or vice versa. Any such conversion of the community facility unit shall be disclosed in a duly filed amendment). Otherwise, the community facility unit owner does not have any rights or obligations which differ from those of the residential unit owners. The difference as described above will not have a material adverse impact upon the Condominium (13 NYCRR § 20.3(j)(6)).

4. (a) Prospective purchasers should further note that although the community facility unit is not restricted to its proposed use, the usage of such space that is commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities, homeless shelters, is not permissible (See also Article VI Section 13 of the By-Laws in Part II of the Offering Plan).

(b) Furthermore, Sponsor may not amend the by-laws to allow the currently prohibited uses through its control of the board whether through member appointment or

voting control.

5. Except as otherwise provided above or elsewhere in this Offering Plan, community facility unit owners have the same rights and obligations as residential unit owners pursuant to Section S in Part I and the By-Laws in Part II of this Offering Plan, including, without limitation, casting votes to elect members to the Board of Managers. Community facility unit owners are not entitled to separate representation on the Board in addition to that of residential unit owners.

SECTION J CHANGES IN PRICES OR TOWER UNIT(S)

1. Changes in Prices

The Offering Price set forth in Schedule A, Section F may only be changed by a duly filed amendment when the price change is an across-the-board increase or decrease affecting one or more lines of Tower Unit(s) or unit models, or is to be advertised or is a price increase for an individual Purchaser. Prices are negotiable. Sponsor may enter into an agreement with an individual purchaser to sell one or more Tower Unit(s) at prices lower than set forth in Schedule A without filing an amendment. No change in the price of a Tower Unit, however, will increase the share of common expenses to be borne by any other Tower Unit Owner. Likewise, no change in the price of a Tower Unit will vary the percentage of common interest appurtenant to such Tower Unit. Some purchasers will pay less or more for the same type of unit.

2. Changes in Sizes and Layout of Tower Unit(s)

(a) Sponsor states that no changes will be made in the size or number of Tower Unit(s), and/or their respective percentage of common interest and that no material change will be made in the size or quality of Common Elements except by amendment to the Plan and to the Declaration, when applicable.

(b) Sponsor further states that unless an affected Purchaser consents, no material change will be made in unit size, layout, percentage of common interest or in the amount of quality of Common Elements directly affecting or servicing the Tower Unit if a Purchase Agreement has been executed and delivered to Sponsor for that Tower Unit and the purchaser is not in default. 13 NYCRR §20.3(k)(3).

(c) Sponsor further states that 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 element.

SECTION K INTERIM LEASES

1. (a) (i) The Sponsor and a Purchaser who is in contract may enter into an interim lease (See Section LL in Part II of the Offering Plan). No rental protection laws are applicable to the interim lease. An uncured default under the Purchase Agreement shall be considered as a default under the interim lease. The interim lessee must vacate the Unit within thirty (30) days after a default under the Purchase Agreement or rescission of the Purchase Agreement by the Lessee. The Lessee's default under the lease, if such defaults are not cured by the time of closing, shall be considered as default under the Purchase Agreement. However, before Sponsor may utilize the default under the lease to declare the default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

(ii) Despite the provision in Subsection 1(a)(i) above, a purchaser in contract who desires to enter an interim lease for the unit that he/she is purchasing must obtain prior written consent of the Sponsor.

(iii) In the event that a purchaser in contract has obtained the consent from Sponsor to enter into an interim lease for the unit that he/she is purchasing, he/she, or with the assistance of his/her attorney, may request a copy of the Form Condominium Unit Interim Lease (in the form as Section LL in Part II of the Offering Plan) from the Sponsor or Sponsor's attorney and deliver an executed copy of the same together with the first month's rent (which rent shall be the fair market rent for the city where the Condominium is located and agreed by the Sponsor) and a security deposit equal to three (3) months' rent. Provided that the subject unit is fit for occupancy, Sponsor shall countersign the interim lease and deliver possession to the purchaser within fifteen (15) days as of the date of the lease.

(iv) The 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. (13 NYCRR § 20.3(ae)(3))

(b) The sponsor retains the risk of loss until the Purchaser closes title to the Unit. It should be noted that insurance for the condominium covers the Unit but the Purchaser is responsible for the contents of the Unit (i.e., Purchaser's personal property). The risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. Thus, the risk of loss cannot, as a practical matter, be passed on to a person in possession. Therefore, a person who takes possession prior to closing assumes the risk of losses that are not covered by insurance.

(c) In the event that there are any inconsistencies between the lease and the Offering Plan, the terms of the Offering Plan shall govern.

2. (a) Upon commencement of the condominium operation, the Board of Managers of the Condominium shall, in compliance with the City of New York Administrative Code § 17-506.1. et al (Local Law 147) and the New York State Department of Law regulations, adopt a condominium smoking policy.

(b) Pursuant to the condominium smoking policy, smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium: (1) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access; (2) all indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access; (3) all limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant; and (4) all outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(c) The condominium smoking policy is a material term of the Offering Plan and is incorporated into and form part of the Purchase Agreement (See Section AA, Subsection 35, and Exhibit C thereto annexed in Part II of the Offering Plan), the Interim Lease (See Section LL, Subsection 47, and Exhibit I thereto annexed in Part II of the Offering Plan) and the Condominium By-Laws (See Article VI, Section 13 Restrictions on Use of Units of the Condominium By-Laws in Part II of the Offering Plan). It must be incorporated into any agreement to rent a Unit or part thereof.

(d) The condominium smoking policy will be applicable to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

SECTION L PROCEDURE TO PURCHASE

A complete copy of the Tower Unit Purchase Agreement (Hereinafter the "Agreement") is contained in Section AA, Part II of the Plan. The Sponsor hereby offers for sale the Tower Unit(s) to be constructed in the Tower Section for residential occupancy.

1. The sales price at which the Tower Unit(s) are being offered are shown in detail in Schedule A. Sponsor reserves the right to change the sales price (See Section J in Part I of the Offering Plan). Any such changes will not affect the common interest of the Tower Unit; however, some purchasers may pay less or more for the same Tower Unit.

2. Any person may accept Sponsor's offer to sell the Tower Unit(s) by entering into a purchase agreement with Sponsor. The Agreement provides that Purchasers will purchase from Sponsor a designated Tower Unit in Harvest Plaza Condominium Declaration creating such condominium. No Agreement shall be given to a prospective purchaser for execution until the expiration of at least three (3) business days from the date on which the Offering Plan and all filed amendments thereto have been delivered to such Purchaser for review. Any conflict between the Plan and the Agreement shall be resolved in favor of the Plan. Upon signing the Agreement, Purchaser shall make a down payment in the amount equal to ten percent (10%) of the purchase price or any other amount, but not less than $10,000.00 per Tower Unit plus the cost of any special work ordered by Purchaser and itemized in the Agreement. Upon purchaser's full payment of the purchase price at closing, in cash or by mortgage, Purchaser will receive a bargain and sale deed with covenants against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable or insurable title to him/her/it of fee ownership in the Tower Unit and such percentage of common interest in the common elements as set forth in Schedule A, free and clear of all liens and encumbrances other than those set forth in Section N, Subsection 12 in Part I of the Offering Plan. The Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with the law, or with the terms of this Plan. Within twenty (20) days after delivery by Purchaser of an executed Agreement together with the required down payment, Sponsor will either (a) accept the Agreement offer and fully execute, or (b) reject the Agreement offer and refund the down payment. If the Sponsor takes no action within said twenty (20) day period, the Agreement shall be deemed accepted by Sponsor.

3. The law firm of Lawrence Lixin Yang, P.C., with an address at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354, and a telephone number of (718) 886-7999, shall serve as escrow agent (Hereinafter the "Escrow Agent") for the Sponsor and Purchaser. Escrow Agent has designated the following attorney(s) to serve as signatories: Lawrence (Lixin) Yang. 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.

4. The Escrow Agent has established the escrow account at Citibank, located at 215 Jericho Turnpike, Floral Park, NY 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled The Tower Units At Harvest Plaza Condominium Escrow Account (Hereinafter the "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. Furthermore, 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 insurance limit.

5. All Deposits received by 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 Lawrence Lixin Yang, P.C., as Escrow Agent.

6. 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 a written agreement between Purchaser and Sponsor.

7. 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.

8. A copy of the Agreement is attached hereto as Section AA in Part II of the Plan. The relevant escrow trust fund provisions are included in Subsection 11 of the Agreement, which must be executed by the Escrow Agent.

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

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

11. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the 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.

12. 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.

13. The Escrow Agent shall release the Deposit if so directed:

(a) Pursuant to the terms and conditions set forth in the Escrow Agreement and/or the Agreement upon closing of title to the Tower 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.

14. If the Escrow Agent is not directed to release the Deposit pursuant to Subsection 13(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 Subsection 13(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 [Tower Unit/Building] is located and shall give written notice to both parties of such deposit.

15. 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.

16. Any provision of any 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 Agreement, Plan, or any amendment thereto.

17. In the event of a default by Purchaser under the Agreement, which default continues for thirty (30) days after written demand for payment based upon such default from Sponsor to Purchaser, the down payment to a maximum of ten percent (10%) of the purchase price plus the actual cost of any special work ordered may be released to Sponsor from such account as liquidated damages and thereafter neither party shall have any rights or obligations against or to the other. The Sponsor must give thirty (30) days written notice of default before forfeiture of deposit is declared. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. The deposit money may be withdrawn prior to closing in the event the Plan is abandoned or Purchaser defaults or the Agreement is rescinded. If the Agreement is rescinded or Sponsor cannot convey title to the Tower Unit for any reason other than default by Purchaser, all monies advanced by Purchaser shall be returned to Purchaser. If the Plan is abandoned, all the deposit monies shall also be returned to Purchaser together with the interest earned thereon, if any.

18. The deposit monies may be released upon mutual written consent of Sponsor and Purchaser. The deposit money may also be released if Purchaser has executed a Mortgage Rider, complied with the terms therein and failed to obtain a mortgage loan or where Purchaser can lawfully rescind the Agreement without being in default.

19. The Escrow Agent is obligated to maintain all records concerning the Escrow Account for seven (7) years after release of funds. The Attorney General's Office may review and audit any records involving escrow accounts to determine compliance with statute and regulation.

20. Before funds are transferred to a new escrow account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the Escrow Agent and the escrow agreement as was originally provided for. A bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to the provisions of paragraph (4) of this subdivision.

21. Intentionally deleted.

22. Purchaser should note that in the event a Purchaser is entitled to a rescission, Purchaser will not receive any funds which he initially placed in the escrow account for the upgrade or extra works, if such works have been completed and the funds have been released to the Sponsor from the escrow account. Nonetheless, if the sponsor abandons the plan, funds for special work will also be returned to a purchaser.

23. After the Plan has been declared effective, the Sponsor will fix dates for closing title to all Tower Unit(s) 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 this Part 20(see 13 NYCRR§20.3(d)(1)) no less than 30 days before the date set for the closing of the Tower Unit(s). The Sponsor herein permit Purchasers to waive this 30-day provision. 13 NYCRR §20.3(o)(11).

24. If the requirement for Purchaser to close the transaction is contingent upon Purchaser obtaining a written mortgage commitment letter from a mortgage lender, the balance of the purchase price is not payable until closing of title to the Tower Unit.

25. The Sponsor anticipates that the first closing of the Tower Unit will occur by July 1, 2024. Purchasers will be offered a right of rescission if: (i)the actual date of closing of title to the first Tower Unit; or(ii) the projected date of closing of title to the first Tower Unit, occurs later than July 1, 2025, i.e., twelve (12) months after the projected date for the closing of title to the first Tower Unit. If the Plan is amended to provide a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date.

26. However, if the first closing occurs before June 30, 2025, the Sponsor may schedule the closings of title to other Tower Units significantly later than such date. Unless your 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 Tower Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A TOWER UNIT.

27. (a) The Tower Unit(s) may be purchased for all cash, or may be purchased partly for cash and the balance for the purchase price financed by mortgage loan. If a purchaser of a Tower Unit requires mortgage financing, the purchase agreement will be conditioned upon such Purchaser obtaining a commitment from a lending institution of his own choosing. Any mortgage lien given by a Purchaser to a lender will be governed by the New York State Condominium Act.

(b) Therefore, if the obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing, any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.

(c) If Purchaser desires to make his or her or its obligations under the Agreement contingent upon obtaining a commitment for financing or actual financing for

the purchase of the Tower Unit, he or she or it may do so by executing a Mortgage Addendum as attached to the Agreement. Under the Mortgage Addendum, Purchaser will have forty-five (45) days after receipt of a fully executed copy of the Purchase Agreement to obtain a commitment for financing. In the event that Purchaser is unable to obtain such commitment after a good faith effort, either party may rescind the contract. Sponsor reserves the right to grant Purchaser reasonable extensions of said period of time. But Purchaser must notify Sponsor in writing within seven (7) calendar days by certified mail, return receipt requested, if Purchaser is unable to obtain the commitment after the 45-day period.

28. (a) Purchasers should note that the financing commitment for Purchaser of a Tower Unit may have expiration dates prior to which closing of title to the Tower Unit must occur, and the terms of the commitment may change prior to actual closing. If Purchaser's financing commitment lapses or expires prior to closing, and Purchaser has made a good faith effort to extend the commitment, Sponsor must grant such Purchaser a right of rescission and a reasonable period of time to exercise that right afforded under 13 NYCRR§20.3(o)(18).

(b) Note that under New York law, when a mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and Sponsor must grant to such purchaser a right of rescission and a reasonable period of time to exercise such right.

29. Purchasers should further note that Sponsor may grant Purchaser the right to obtain financing from a second lender if Purchaser so requests, but it will entail further costs and an additional waiting period. It is a special risk for Purchaser.

30. It is also a special risk for Purchaser if Purchaser should fail to execute the Mortgage Addendum, in which case, his obligation to consummate the purchase transaction will NOT be contingent upon obtaining financing.

31. Purchaser should further note that the Purchase Agreement will provide that Purchaser's failure to provide information to the lender promptly upon request thereof, or to accept a commitment issued to Purchaser by lender on terms set forth in the Purchaser Agreement shall constitute a default by Purchaser under the Agreement, whereupon Sponsor shall have remedies as set forth therein.

32. The Agreement is contingent upon effectiveness of the Plan. If the Plan is abandoned, all Purchase Agreements will be deemed cancelled.

33. The Agreement does not contain and may not be modified to contain a provision waiving Purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Obligations Law (See Section DD in Part II of the Offering Plan). Any conflict between the Offering Plan and the Agreement will be resolved in favor of the Plan.

34. The risk of loss from fire or other casualty to the Tower Unit, common elements and limited common elements remains with Sponsor unless and until legal title to the Tower Unit has been conveyed to Purchaser. Thereafter, it passes to the Tower Unit Owner together with the limited common elements to which the Tower Unit Owner has access and its proportional share of the common elements.

35. It should be noted that insurance for the condominium covers the Tower Unit but the Purchaser is responsible for the contents of the Tower Unit (i.e. Purchaser's personal property).

36. It is a special risk if Purchaser enters into possession prior to closing in which case, Purchaser assumes the risk of loss for property not covered by the insurance for the Tower Unit(s) and for any Purchaser who enters into possession before closing. It is recommended that Purchaser obtain insurance for his/her personal property.

37. If an Interim Lease is entered pursuant to Section K, the risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor or the condominium for loss to the Tower Unit and an Interim Lessee shall not assume such loss.

38. (a) In the event that loss or damages have resulted from fire or other casualty to the Tower Unit(s), common elements and limited common elements prior to closing, the notification to the purchasers in contract will be given within ten (10) days after the occurrence of the casualty.

(b) Furthermore, Sponsor will notify the purchasers in contract within fourteen (14) days of such occurrence whether or not it will repair any damage resulting from a casualty prior to the closing of a Tower Unit:

(i) If Sponsor elects to repair such damages, it will do so as promptly as possible and restore the Tower Unit, common elements and limited common elements to substantially the same condition as prior to the casualty. In such a case, a purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage, but in the event that an extension is not obtained, the purchaser will be offered a right of rescission.

(ii) If Sponsor elects not to repair such damages, it will notify Purchaser of its intention to terminate this Agreement and return to Purchaser all sums deposited hereunder (including advances made for upgrades, extras, or custom work, if any) within ten (10) days, and upon such return, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other arising out of this Agreement and the Plan.

(See Section AA, Subsection 18(g) in Part II of the Offering Plan.)

39. If the closing delays more than six (6) months due to Sponsor's inability to repair the damages, Purchaser may also rescind the contract and receive the refund of downpayment, in addition to any other right of rescission granted to Purchaser under the Plan.

40. (a) At the time of closing, Purchaser is required to sign a Tower Unit Owner Power of Attorney to the Board of Managers of the Harvest Plaza Condominium and the Tower Section Board appointing the members of the Base Board and Tower Section Board as Attorneys-In-Fact to carry out any of the provisions of the Offering Plan including acquisition, leasing, or sale of the Tower Unit(s) by the Base Board and Tower Section Board pursuant to Declaration and By-laws of the Condominium, and the Tower Section By-Laws and filing the amendments to the Declaration of Condominium. A form copy of Tower Unit Owner Power of Attorney is included as Section CC in Part II of this Offering Plan.

(b) In the event that Purchaser fails to execute the Tower Unit Owner Power of Attorney to the Base Board and Tower Section Board at closing, Purchaser shall be in default and Sponsor will be entitled to all the rights under the Agreement and this Offering Plan (13 NYCRR § 20.3(o) (14)) (See Section AA Subsections 8 and 15, in Part II of this Offering Plan).

41. At Sponsor's option Purchasers will be afforded either:

(a) Not fewer than seven (7) days after delivering an executed purchase agreement together with the required deposit to rescind the purchase agreement and have the full deposit refunded promptly. The purchaser must either personally deliver a written notice of rescission to the sponsor or selling agent within the seven-day period or mail the notice of rescission to the sponsor or selling agent and have the mailing post-marked within the seven-day period; or

(b) Not fewer than three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement.

(13 NYCRR§20.3(o) (15).)

42. (a) The Agreement may not be assigned without prior written consent of Sponsor.

(b) With regard to consent to any proposed assignment of the Purchase Agreement, 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 (13 NYCRR § 20.3(ae)(3)).

SECTION M

ASSIGNMENT OF TOWER UNIT PURCHASE AGREEMENTS

1. Purchaser shall not have the right to assign this Agreement without prior written consent of Sponsor/Seller and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Sponsor/Seller.

2. With regard to consent to any proposed assignment of purchase agreement, 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 (13 NYCRR § 20.3(ae)(3).)

3. In the event that Sponsor grants consent to the assignment of purchase agreement, Sponsor shall base its decision mainly on the creditworthiness and net worth of the assignee purchaser. Such decision will be objective and nondiscriminatory.

SECTION N EFFECTIVE DATE

Sponsor's offer to sell Tower Unit(s) hereunder is contingent upon the Plan being declared effective in accordance with relevant conditions and time periods. All Tower Unit Purchase Agreements are contingent upon such effectiveness. In declaring the Plan effective, the following will govern:

1. Closing of title to Tower Unit(s) will not occur before the Plan has been declared effective, and the effectiveness amendment has been accepted by Attorney General's Office for filing. The Plan will be declared effective by personal service of notice on every Purchaser or by commencement of service by regular mail or registered or certified mail with or without return receipt requested addressed to Purchaser's last known residence or if Purchaser has provided written information of an alternative address for notices, addressed to Purchaser at the alternative address.

2. (a) The Plan may not be declared effective until Tower Unit Purchase Agreements executed by bona fide Purchasers have been accepted by Sponsor for not less than fifteen percent (15%) of the Tower Unit(s), or four (4) Tower Unit(s) (However, only residential unit(s) will be counted towards effectiveness, though the term of Tower Unit may include Community Facility Unit(s), Parking Lot Unit(s), and Tenant Storage Unit(s), if any), offered under the Plan, as same may be amended. The following Tower Unit Purchase Agreements shall not be counted toward effectiveness:

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

(ii) Tower Unit Purchaser Agreements of which Purchasers were not afforded no fewer than seven (7) days to rescind after delivering an executed Purchase Agreement together with the required deposit; or

(iii) Tower Unit Purchaser Agreements of which Purchasers were not afforded no fewer than three (3) business days to review the Offering Plan prior to executing a Tower Unit Purchase Agreement (See also Section L Subsection 41 in Part I of the Offering Plan). (13 NYCRR§ 20.3(o)(15)

(iv) Tower Unit Purchase Agreements with any purchaser who is Sponsor, the selling agent, or the managing agent or is a principal of Sponsor, the selling agent, or the managing agent or relating to any principal of Sponsor or the selling agent or 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 Sponsor or a principal of Sponsor may be included if Sponsor has submitted proof satisfactory to the Department of Law establishing that the purchaser is bona fide.

(b) After acceptance of such Agreements, the Plan may be declared effective by Sponsor.

(c) Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, sponsor will re-declare the plan effective if all purchase agreements are either rescinded or terminated prior to the date of first unit closing, regardless of whether the condominium declaration has been recorded.

3. The Plan must be declared effective when Tower Unit Purchase Agreements are accepted for the sale of eighty percent (80%) of the Tower Unit(s), or twenty-two (22) Tower Unit(s), offered under the Plan.

4. The Plan may be abandoned by Sponsor, at its sole and unrestricted option, at any time before it is declared effective or before eighty percent (80%) of the Tower Units, or twenty-two (22) Tower Unit(s), have been purchased. In the event Sponsor has decided to abandon the Plan after it has accepted Tower Unit Purchase Agreements, Sponsor shall promptly submit an amendment to the Office of the Attorney General along with Form RS-3 as promulgated by the Office of the Attorney General. If any payments have been received by Sponsor under the Tower Unit Purchase Agreements, such payments shall be returned in the form of checks in full amount with any interest earned thereon within five (5) days after the amendment abandoning the Plan has been accepted for filing by the Office of the Attorney General.

5. (a) The Plan may not be abandoned once it has either been declared effective or eighty percent (80%) of the Tower Unit(s), or twenty-two (22) Tower Unit(s), have been purchased, except as follows:

(i) If there is a defect in title which cannot be cured without litigation or cannot be cured for less than one-half (½) of one percent (1%) of the total amount of the offering; or

(ii) Substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half (½) of one percent (1%) of the total amount of the offering; or

(iii) The taking of any material portion of the property by condemnation or eminent domain.

(b) Any stated dollar amount relied upon as a basis for abandonment after effectiveness must exclude any attorney's fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to Sponsor or are a matter of public record.

6. Sponsor agrees that copies of all Tower Unit Purchase Agreements (and any amendments or modifications) will be delivered to the Department of Law within five (5) business days of a request for inspection by the Department of Law.

SECTION O TERMS OF SALE

The terms "Closing of Title" is intended to signify the passage of title to a particular Tower Unit from Sponsor to Purchaser. The Sponsor agrees, prior to closing, to comply with the following:

1. A temporary or final Certificate of Occupancy and all necessary permits will be obtained for the Condominium Building in which the Tower Unit is located. The Sponsor declares that all Tower Unit(s) will be constructed in accordance with the plans and specifications identified in this Plan. A closing will take place only concurrently with the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Tower Unit closed or the building in which the Tower Unit is located. All purchasers shall close once a Temporary Certificate of Occupancy is issued.

2. The Sponsor will not provide any mortgage financing for the purchase of a Tower Unit.

3. (a) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a Final Certificate of Occupancy (Hereinafter the "FCO") covering the entire building, but with only a Temporary Certificate of Occupancy (Hereinafter the "TCO"), and sometimes with several successive Temporary Certificates of Occupancy. Certificates of Occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings (Hereinafter the "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 inspection have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult to buy insurance, refinance, or sell Tower Unit(s). In New York City, it is common for sponsors to commence unit closings when some or all Tower Unit(s) are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW CERTIFICATE OF OCCUPANCY IS ISSUED. Tower Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

(b) Buyers are advised to visit the DOB website for further recommendations when purchasing a Tower Unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at https://www1.nyc.gov/site/buildings/property-or-business-owner/certificate-of-occupancy.page

4. The Declaration, By-Laws, and floor plans will be recorded and filed with the Office of the City Register of the City of New York in accordance with the New York Condominium Act or other applicable law.

5. At or prior to closing, all liens affecting the Tower Unit to be closed and its undivided common interest will be discharged or a partial release obtained and duly recorded as required by Section 339-R of the Condominium Act. Sponsor shall have the right to extend the closing for a period not to exceed six (6) months, calculated from the issuance of a Temporary Certificate of Occupancy, if applicable, in order to obtain and be able to convey marketable title. If at the end of such six (6) months period, Sponsor is still unable to satisfy aforementioned condition, Purchaser shall be entitled to terminate the Purchase Agreement upon ten (10) days' written notice. Furthermore, Purchaser shall be entitled to a return of all down payments and interest, if any, thereon plus the reasonable cost incurred for any title searches or survey. The foregoing shall not limit or affect any other rights of rescission provided to the Purchaser in this Plan or under law.

6. The Purchaser will be given written notice of the closing at least thirty (30) days prior thereto, and given an opportunity to inspect the Tower Unit and other property subject to the Declaration.

7. The Purchaser will receive a Bargain and Sale Deed with covenant against grantor's acts in proper form for recording (See Section DD in Part II of the Offering Plan).

8. Sponsor will file an amendment to this Plan to disclose that it has been declared effective. No closing may be held until the effectiveness amendment has been accepted by Attorney General for filing.

9. All personal property located within the Tower Unit on the date the Purchase Agreement is signed or located within the common elements on the date the Declaration is filed, that is owned by Sponsor or the owner of the property, is included in the conveyance unless specifically excepted in the Offering Plan. Sponsor will assign to the Tower Unit Owner any manufacturers' warranties (to the extent assignable) with respect to all equipment, appliances or furnishings installed in the Tower Unit.

10. Sponsor will assign to the Board of Managers any warranties (to the extent assignable) with respect to all equipment and appliances or furnishings installed in the common elements.

11. The Purchaser shall execute an instrument in the form set forth as Section CC, designating the Board of Mangers as his Attorneys-In-Fact, coupled with an interest, for

the sole purpose of managing, selling mortgaging, leasing, voting or otherwise dealing with any Tower Unit(s) acquired by the Board of Managers in accordance with any of the provisions of the By-Laws.

12. (a) Title to each Tower 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 subject to the following:

(i) Sewer, water, drainage, electricity, plumbing, heating, gas, telephone and other utility easements and consents, if any, granted or to be granted thereafter, including the right to maintain and operate lines, wires, cables, pipes, conduits, poles, and distribution boxes in, over, under and upon the Condominium.

(ii) All easements set forth in the By-Laws and Declaration as they are subsequently recorded and in the Plan and Purchase Agreement including:

(I) Easements in favor of the other Tower Unit Owners to use the pipes, wires, conduits and public utility lines located in the common elements or in the Tower Unit itself servicing each other Tower Unit(s) and easements of necessity in favor of the other Tower Unit(s) or the common elements;

(II) Easements in favor of the Board of Managers, its agents, contractors and employees to have a right of access to the Tower Unit(s) and to the common elements to inspect, maintain or repair or to make repairs to the Tower Unit to prevent damage to the common element or any other Tower Unit(s);

(III) Easements in favor of those Tower Unit(s) having restricted use to portions of the common elements;

(IV) Easements for the continuance of encroachments on the Tower Unit and on the common elements by other Tower Unit(s) or portions of the common elements, now existing or hereafter occurring by reason of the settling or shifting of the Tower Unit(s), or by reason of the repair and/or restoration by the Board of Managers of the Tower Unit(s) or the other Tower Unit(s) or the common elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the common elements made by the Board of Managers, so that any such encroachment may remain as long as the Tower Unit(s) stand;

(iii) The standard printed exceptions in the title policy of the company insuring title.

(iv) Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or policy powers over the premises.

(v) Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, and issuance of a Final

Certificate of Occupancy of the Building in which the Tower Unit is located, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, provided that to the extent any such laws should have a material impact on the quiet enjoyment and use of the premises as contemplated under the Offering Plan, said laws shall be disclosed in the Offering Plan or in an amendment to the Offering Plan.

(vi) 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 insured.

(vii) Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps, or any other structure unless the title policy specifically provides that such titles, rights or easements are insured.

(viii) Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

(ix) The Purchaser has been served with a written notice of closing date thirty (30) days in advance and opportunity to inspect the Tower Unit and other property subject to the Declaration.

(x) Rights of Tenants, if expressly provided for in the Purchase Agreement.

(xi) Sponsor assigns any manufacturers' warranties with respect to equipment installed in the unit to the Tower Unit Owner and assigns any warranties with respect to equipment installed in common elements to the Board of Managers and such facts do not conflict with the representations made in the Offering Plan concerning the Tower Unit(s) and Condominium.

(xii) Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalks, elevators, fences, fire escapes, cornices, foundations, footings, and similar projections, if any, on, over, or under the streets or sidewalks abutting the property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the property and retaining walls and the like, if any.

(xiii) The lien of any unpaid common charges, real estate tax, water charge or sewer rent, provided that, at the closing of title, the amount thereof plus interest and penalties thereon, if any, shall be deducted from the Purchase Price and allowed as a credit to the Purchaser or, at Sponsor's election, shall be paid by Purchaser from the contract deposit without deduction from the balance of the Purchase Price due to

Sponsor; provided further that the title company of Purchaser's own choice will insure against collection of the same out of the Tower Unit.

(xiv) Any other declaration or other instrument affecting the property which 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.

(xv) Any other encumbrance against the property other than mortgage or other lien for the payment of money, which does not prevent the use of the Tower Unit or the Condominium or any part thereof for its prescribed purposes or render title unmarketable.

(xvi) State of facts shown in the survey of the land as existent and any additional state of facts which a subsequent survey or personal inspection thereof would show, provided such facts would not prevent the use of the Tower Unit or the Condominium or any part thereof for its purposes or render title unmarketable.

(xvii) (I) This Condominium Building shall be subject to the Housing Merchant Implied Warranty under Article 36-B of the General Business Law of the State of New York. Under the relevant provisions, a housing merchant implied warranty shall mean that: (i) one (1) year from and after the warranty date (which is defined as the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home, in this case, the Tower Unit, as a residence, whichever first occurs) the Tower Unit will be free from defects due to a failure to have been constructed in a skillful manner; (ii) two (2) years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Tower Unit will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (iii) six (6) years from and after the warranty date the Tower Unit will be free from material defects.

(II) The Sponsor will assign to the Purchaser upon closing of title to his Tower Unit and the Board of Managers upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's unit of the common elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are assignable. Subsequent to the conveyance of title to a Tower Unit, Sponsor shall not be responsible for paint touch-ups to a Tower Unit, dented porcelain or formica chips. Sponsor has no obligation to make any repair to the Tower Unit(s) or the common elements except as expressly set forth in a survival agreement or a Final Inspection Statement and Punchlist entered between the parties at closing.

(III) Notwithstanding any warranty transferred to the Condominium or unit owners, the Sponsor/Seller remains liable to perform the

construction of the premises in accordance with the Plan and applicable law. Therefore, if there are any patent or latent defects in the construction of the Condominium Unit and the Common Elements or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans and specifications, Sponsor/Seller will cure such defects as promptly as possible, provided that it is notified of them in writing by certified mail within one (1) year from the date of the closing of title to the Tower Unit in which the alleged defect exists, or in the case that such defect exists in the Common Elements, the date of substantial completion of such Common Elements, whichever later occurs, unless there is a latent defect due to faulty construction by Sponsor that could not be discovered within such timeframe.

(b) Pursuant to 13 NYCRR§20.3(r)(8), if existing mortgages will not be satisfied at or prior to the closing of the first unit, at the time of conveyance of the first unit, each mortgagee will either: (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold Tower Unit(s); or (ii) subordinate the lien of its mortgage to the declaration of condominium; or (iii) release its lien on the condominium unit being conveyed.

(c) If requested by the purchaser, Liberty Land Abstract, Inc. with an address at 42-40 Bell Boulevard, Suite 103, Bayside, NY 11361, an authorized agent for Chicago Title Insurance Company, a title insurance company licensed to do business in New York State, will agree at the rates set by the New York Board of Title Underwriters and generally charged by title companies for such Condominium insurance as set forth in Section O Part I of the Plan, to insure (i) that Purchaser has insurable fee title in the Tower Unit, free and clear of all liens and encumbrances except those set forth in Subsection 12(a)(i) through (xv) of this section, subject to the provisions of the Declaration and By-Laws and any mortgage executed by Purchaser; (ii) with respect to the easements, covenants and agreement affecting title to the Tower Unit, the title company will affirmatively insure that none of same affect the use and maintenance of the premises as a condominium; and (iii) that the Condominium was validly formed pursuant to Article 9-B of the Real Property Law. Purchasers are free to use a title insurance company of their choice without incurring a penalty and Sponsor will be obligated to convey the title to each Tower Unit and appurtenant common elements free and clear of all liens, encumbrances and title exceptions.

(d) The Sponsor has been advised by its counsel, Lawrence Yang, Esq./Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 3A-1, Flushing, NY 11354 that in its counsel's opinion, none of the exceptions to title herein above set forth are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of Purchaser's Tower Unit. Sponsor represents and warrants that none of the exceptions listed above render title unmarketable.

THE UNDERLYING DOCUMENTS CONCERNING THE EXCEPTIONS NOTED ABOVE WILL BE AVAILABLE TO A PURCHASER'S ATTORNEY FOR INSPECTION AT THE OFFICE OF THE SPONSOR.

13. (a) The risk of loss from fire or other casualty to the Tower Unit(s), common elements and limited common elements remains with Sponsor unless and until legal title to the Tower Unit has been conveyed to Purchaser. Thereafter, it passes to the Tower Unit Owner together with the limited common elements. It should be noted that insurance for the condominium covers the Tower Unit but the Purchaser is responsible for the contents of the Tower Unit (i.e., the Purchaser's personal property). In the case of an interim lessee, the risk of loss is upon such lessee for the losses (i.e., Purchaser's personal property) not covered by the condominium's (or the Sponsor's, if the casualty occurs before the first closing) insurance.

(b) It is a special risk if Purchaser enters into possession prior to closing in which case, the Purchaser assumes the risk of loss for property not covered by the insurance for the Tower Unit(s) and for any Purchaser who enters into possession before closing. It is recommended that Purchaser obtain insurance for his/her/its personal property.

(c) (i) In the event that loss or damages have resulted from fire or other casualty to the Tower Unit(s), common elements and limited common elements prior to closing, the notification to the purchasers in contract will be given within ten (10) days after the occurrence of the casualty.

(ii) Furthermore, Sponsor will notify the purchasers in contract within fourteen (14) days of such occurrence whether or not it will repair any damage resulting from a casualty prior to the closing of a unit:

(I) If Sponsor elects to repair such damages, it will do so as promptly as possible and restore the unit, common elements and limited common elements to substantially the same condition as prior to the casualty. In such a case, a purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage but in the event that an extension is not obtained, the purchaser will be offered a right of rescission.

(II) If Sponsor elects not to repair such damages, it will notify Purchaser of its intention to terminate this Agreement and return to Purchaser all sums deposited hereunder (including advances made for upgrades, extras, or custom work, if any) within ten (10) days, and upon such return, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other arising out of this Agreement and the Plan.

(See also Section L, Subsection 38 in Part I of the Offering Plan.)

(d) In the event the closing delays more than six (6) months due to Sponsor's inability to repair the damages, Purchaser may also rescind the contract and receive the refund of downpayment, in addition to any other right of rescission granted to Purchaser under the Plan.

SECTION P

TOWER UNIT CLOSING COSTS AND ADJUSTMENTS

The Purchaser will be required to pay for the following at closing:

1. (a) Mortgage Costs. Purchaser will pay costs for obtaining mortgage financing of his/her/its Tower Unit, including, but not limited to application costs, points, bank attorney fees, credit check and appraisal fee. Fee for recording mortgage is $107.00 for the 1st two pages and $5.00 for each additional page according to current information available. The mortgage recording fee varies depending upon the number of pages contained in the mortgage prepared by purchaser's lender.

(b) Fee Title Insurance Charges. The current schedule of rates set by the New York Board of Title Underwriters and generally charged by title companies(which purchasers are free to use of their choosing without incurring a penalty) for such Condominium insurance are as follows: a base rate of $402.00 on the first $35,000.00 of fee insurance; $6.34 for each additional $1,000.00 between $35,001.00 and $50,000.00; $5.16 for each additional $1,000.00 between $50,001.00 and $100,000.00; $4.14 for each additional $1,000.00 between $100,001.00 and $500,000.00; $3.78 for each additional $1,000.00 between $500,001.00 to $1,000,000.00; and $3.48 for each additional $1,000.00 between $1,000,001.00 to $5,000,000.00. There will be additional premiums if Purchaser obtains mortgage insurance as well as fee insurance. The present premium for the mortgage title insurance is calculated at the following rates: $327.00 on the first $35,000.00 of the mortgage amount; $5.27 for each additional $1,000.00 between $35,001.00 and $50,000.00; $4.31 for each additional $1,000.00 between $50,001.00 and $100,000.00; $3.46 for each additional $1,000.00 between $100,001.00 and $500,000.00; $3.14 for each additional $1,000.00 between $500,001.00 and $1,000,000.00; and $2.90 for each additional $1,000.00 between $1,000,001.00 to $5,000,000.00. If a Purchaser obtains the fee title insurance and mortgage title insurance simultaneously the premium for mortgage insurance will be reduced to thirty percent (30%). These rates only apply to the initial Purchaser of each Tower Unit. Rates for subsequent Purchasers will be higher. For example, the fee title insurance charge for Tower Unit No. 3B with a purchase price of $667,000.00 will be around $4,534.36. If the purchaser obtains a mortgage equal to approximately eighty percent (80%) of the purchase price ($533,600.00) in the same transaction, the Purchaser must pay $1,010.12 as additional premium for mortgage title insurance.

2. Fee collected by the City Register for recording the deed is $67.00 and the Power of Attorney is $52.00. Title Company may collect additional $25.00 to $75.00 for their service charge. In addition, $125.00 for the Residential Unit(s) for the New York State Real Property Transfer Report filing fee will be collected by the City Register.

3. (a) (i) New York State Real Estate Transfer Tax is currently $2.00 per $500.00, or a fraction thereof, of the purchase price. The payment of real estate transfer taxes is the legal obligation of the Sponsor (13 NYCRR § 20.3(s)(1)); however, by

contractual arrangement it will be paid by Purchaser. For example, if the purchase price is $667,000.00, New York State Real Estate Transfer Tax will approximately be $2,668.00.

(ii) The State of New York Department of Taxation and Finance has taken the position that when a Purchaser assumes the obligation to pay the New York State Real Estate Transfer Tax pursuant to a contract between the Sponsor and Purchaser, the amount of such tax shall be excluded from the calculation of consideration subject to tax.

(b) (i) New York City Real Property Transfer Tax rates are as follows:

Residential Unit(s):	$500,000.00 or less	1%
	$500,001.00 and more	1.425%

(ii) Again, the payment of real estate transfer taxes is the legal obligation of the Sponsor (see Id.); however, by contractual arrangement it will be paid by Purchaser. For example, the New York City Real Property Transfer Tax for the purchase price of $667,000.00 will approximately be $9,504.75.

(iii) The City of New York Department of Finance has taken the position that when a Purchaser assumes the obligation to pay the New York City Real Property Transfer Tax, the amount of such tax will be included in the consideration subject to tax.

(c) Mortgage Recording Tax for the Residential Unit(s) currently is 2.05% for a mortgage in the amount of less than $500,000.00, and 2.175% for a mortgage in the amount of $500,000.00 or more. For example, mortgage recording tax for a mortgage in the amount of $533,600.00 will approximately be $11,605.80. However, most of the lenders offering a residential 1st mortgage will pay 0.25% of mortgage tax.

4. Proration of real estate taxes, and common charges assessed during the month in which title clears, as of the closing date, is based upon the latest bill for such taxes or charges.

5. (a) Mortgage Tax Credit. Section 339-ee (2) of the New York Real Property Law provides as follows:

"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 whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two years prior to the recording of the declaration of condominium, and a mortgage recording tax was duly paid on such construction or

blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage recording taxes . . . that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

(b) The Tower Section is currently subject to a construction mortgage. In the event, any mortgage tax credit becomes available, pursuant to the above section, it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at closing, each Purchaser electing mortgage financing shall pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At closing, Sponsor shall be reimbursed to the extent of the mortgage tax credit allowed.

6. Purchasers shall be required to contribute one (1) month's common charges as a contribution to working capital. This contribution shall not be credited against regular assessments.

7. Purchaser shall be liable for all costs incurred in obtaining mortgage financing of his Tower Unit.

8. (a) Pursuant to 13 NYCRR § 20.3(s) (5), if Tower Unit(s) have not been separately assessed for real estate tax purposes prior to the closing of title to the first Tower Unit, Sponsor will place in a special escrow account with its attorneys or a proper third party, 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 (6) month period following the first closing. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and Sponsor, as the funder of the escrow account, will be entitled to reimbursement from unit owners to the extent of actual assessment.

(b) The amount of the real estate tax escrow will be disclosed in the first post-closing amendment.

(c) No adjustments are expected to occur between the Sponsor and the condominium board.

9. The following closing fees will be charged by the attorney for Sponsor/Seller in connection with the closing of title to the Tower Unit(s):

(i) Attorney Fee. A closing fee in the amount of (x) $1,500.00 for a residential unit, (y) $2,000.00 for a commercial/community facility unit, or (z) $1,500.00 for (i) a parking lot/space unit, or (ii) a tenant storage unit, if carried out as an independent transaction, will be charged by the attorney for Sponsor in connection with the closing of title to the Tower Unit(s).

(ii) Assignment/Amendment Fee. A legal fee in the amount of $350.00 for each assignment of, and/or amendment to, the Tower Unit Purchase Agreement required by the Purchaser.

(iii) Attendance Fee. The closing is to be held at the office of Sponsor/Seller's Attorney. There will be an additional $350.00 attendance fee if Purchaser desires to have the closing at a location other than the office of Sponsor's attorney.

(iv) Assistance Fee for Mortgage Application. Assistance Fee for Mortgage Application. If the Purchaser's obligations under this Agreement are contingent upon obtaining a mortgage pursuant to Paragraph 13(b) of the Tower Unit Purchase Agreement and Purchaser requires Sponsor/Seller's attorney to provide assistance in obtaining such mortgage(such as providing Attorney Escrow Letter, documents on sales and closing of Tower Units, status of condominium, condominium questionnaire and other related information to the Purchaser's mortgage lender and/or broker), Purchaser is willing to pay an additional amount of $350.00 to Sponsor/Seller's attorney as legal fee.

(c) In the event that the Purchaser desires to terminate or otherwise cancel the Tower Unit Purchase Agreement that is fully executed and in full force and effect, the Purchaser agrees to pay fifty percent (50%) of the Sponsor/Seller's attorney fee (for example, $875.00 with assistance in obtaining purchase mortgage, or $750.00, without such assistance for a residential unit), as provided in Section P, unless such termination or cancellation is due to the fact that Sponsor/Seller is in default and Purchaser is entitled to such termination or cancellation.

10. (a) The estimated total closing costs of Tower Unit 3B, if the purchase price is $667,000.00 and the Purchaser obtains a mortgage equal to eight percent (80%) of the Purchase Price, will be as follows:

Title Insurance premium:	
Fee	$ 4,534.36
Mortgage	$ 1,010.12
Recording Fee:	
Deed	$ 67.00
Power of Attorney	$ 52.00
Recording service fee	$ 75.00
NYS Real Property Transfer Report Filling Fee	$ 125.00
NYS Deed Real Estate Transfer Tax	$ 2,668.00
NYC Real Property Transfer Tax	$ 9,504.75
Mortgage Recording Tax	$ 11,605.80

Closing Fee for Sponsor's Attorney	$ 1,850.00
Contribution to Working Capital Fund	$ 343.29
Total:	$ 31,893.32

(b) The above estimate does not include Purchaser's mortgage costs and cost for recording mortgage, which vary depending upon the lending institution, and title search charges.

SECTION Q

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The rights and obligations of the Sponsor pursuant to this Plan shall be as follows:

1. (a) Sponsor is obligated to build and complete the Condominium in accordance with the building plans and specifications identified in this Plan. Sponsor has obtained a building loan for the completion of construction of the Condominium building from the lender The Berkshire Bank, having an office at 4 East 39th Street, New York, NY10016. Under the terms of the construction loan the lender does not impose any obligation on the sponsor to market the units for sale, nor does it set any minimum release price or require minimum payment per sale which must be paid to release the lien from the unit being sold. (13 NYCRR §20.3 (t)(9)).

(b) (i) Sponsor shall have the right to substitute equipment or materials and make modifications of layout or design; provided, however, that Sponsor may only substitute equipment or materials of Equal or Better Quality as defined herein (13 NYCRR §20.3 (t)(10)(i)).

(ii) Sponsor may not change the size or location of the Condominium Building, Tower Unit(s), other improvements or Common Elements if such changes affect the percentage of common interests or adversely affect the value of any Tower Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Tower Unit Owners and contract vendees consent in writing to such change (13 NYCRR §20.3 (t)(10)(ii)) and all affected Purchasers are given the right to rescind and receive a fund of any deposit or down payment plus interest.

2. (a) Sponsor and its Principals are required, prior to closing of the first Tower Unit, to obtain a Temporary or Final Certificate of Occupancy for the Condominium Building. In the event Sponsor and its Principals close title to a Tower Unit prior to obtaining a Final Certificate of Occupancy, Sponsor and its Principals are required to obtain a Final Certificate of Occupancy within two (2) years of closing title to the first Tower Unit and, in no event, before expiration of an applicable Temporary Certificate of Occupancy, as same may be renewed, replaced, or extended. Purchasers are obligated to close, once a Temporary Certificate of Occupancy is issued.

(b) Pursuant to 13 NYCRR § 20.3 (t) (13), if the first closing takes place prior to the issuance of a Final Certificate of Occupancy for the property, Sponsor is required to maintain all deposits and funds in the special escrow account required by GBL Section 352-e (2-b) unless Sponsor's engineer, architect or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a Final Certificate of Occupancy, in which case the sum exceeding the amount so certified by Sponsor's engineer, architect or other qualified expert may be released from the special escrow account. Alternatively, Sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified,

or provide other collateral acceptable to the Department of Law. However, the use of any alternate security will be previously disclosed in an amendment to the Offering Plan. Additionally, the amount of any escrow retained for the issuance of a Final Certificate of Occupancy shall be disclosed in the post-closing amendment.

(c) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a Final Certificate of Occupancy (Hereinafter the "FCO") covering the entire building, but with only a Temporary Certificate of Occupancy (Hereinafter the "TCO"), and sometimes with several successive Temporary Certificates of Occupancy. Certificates of Occupancy are generally governed by Section 301 of New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings (Hereinafter the "DOB"). A TCO is intended to indicate that the property is safe for occupancy, but that not all of the required documents have been submitted to the DOB. 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 to buy insurance, refinance, or sell Tower Unit(s). In New York City, it is common for sponsors to commence unit closings when some or all Tower Unit(s) are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. Furthermore, because Sponsor and the By-Laws of the Condominium may permit unit owners to undertake renovations to individual Tower Unit prior to the procurement of an FCO, such renovation may cause additional delays in the issuance thereof. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW CERTIFICATE OF OCCUPANCY IS ISSUED. Tower Unit Owners and the Board of Managers shall be obligated to cooperate with a refrain from obstructing Sponsor in these undertakings.

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

3. Sponsor agrees to pay for all authorized and proper work involved in the construction, establishment and sale of the Tower Unit(s), and the Condominium's property, and to cause all mechanics' liens with respect to such construction to be promptly discharged or bonded.

4. The Sponsor has an obligation to defend any suits or proceedings arising out of

Sponsor's acts or omissions and to indemnify members of the Board of Managers and the Tower Unit Owners pursuant to 13 NYCRR§ 20.3 (t)(2).

5. After delivery of deed to Purchaser, Sponsor shall be required to perform all obligations imposed under this Plan, Article 23-A of the General Business Law, 13 NYCRR Part 20 and all other applicable laws.

6. Following the issuance of a Final Certificate of Occupancy for the Building, Sponsor agrees to deliver a set of "as built" plans filed with the recording of the declaration of any amendment thereto and in addition will provide the Board with a full set of building plans filed with the local municipality together with any field changes made during the course of the construction.

7. Intentionally deleted.

8. (a) The Sponsor shall be obligated to pay all common charges, special assessments and real estate taxes with respect to unsold Tower Unit(s) (In addition to Unit R1, the ownership of which Sponsor retains). Sponsor represents that it has the financial resources to meet its obligations with respect to unsold Tower Unit(s). In addition, Sponsor will secure payment of such financial obligations by setting aside $22,492.34 of the proceeds from the sale of the first Tower Unit and depositing such amount into the escrow account of the Sponsor's attorney after the closing of the first Tower Unit. Said amount is equal to two (2) months' worth of the first-year common charges. The deposit of such funds will be disclosed in the initial post-closing amendment.

(b) If the Fund is not earlier exhausted, Escrow Agent is authorized to release the Fund, or the balance thereof, to Sponsor, if any, within five (5) days after one (1) year has elapsed since the closing of title to the first Tower Unit, unless Escrow Agent receives notice of objection to the release of the Fund prior to the expiration of the five (5) day period from the Board of Managers.

NO BOND OR OTHER SECURITY HAS BEEN OR WILL BE POSTED TO SECURE SPONSOR'S OBLIGATIONS.

9. The Sponsor Agrees to procure fire and casualty insurance, as set forth in Section G, Schedule B in an amount equal to the insurance replacement value or in an amount sufficient to avoid co-insurance. Such insurance will provide that there will be no cancellation without notice to the Board of Managers and all Tower Unit Owners.

10. Pursuant to Section 352-e (9) for the General Business Law, Sponsor agrees to keep copies of the Plan and Exhibits and documents referred to in the Plan on file at the office of Sponsor for six (6) years from the date of recording the Declaration for examination by any person who has purchased a Condominium interest offered by this Plan or otherwise participated in this offering.

11. The Sponsor will not voluntarily take any action which will prevent Sponsor from

carrying out all of its obligations under the Plan. However, should Sponsor liquidate or dissolve prior to fulfillment of all obligations, Tower Unit Owners shall be relegated to pursue any and all remedies under law, if any. In the event of the dissolution or liquidation of Sponsor or the transfer of twenty percent (20%) or more of the total number of Tower Unit(s) in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Tower Unit(s) under the Offering Plan, applicable laws or regulations.

12. (a) (i) Given the fact that it is five (5) stories in height, this Condominium Building shall be subject to the Housing Merchant Implied Warranty under Article 36-B of the General Business Law of the State of New York. Under the relevant provisions, a housing merchant implied warranty shall mean that: (i) one (1) year from and after the warranty date (which is defined as the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home, in this case, the Tower Unit, as a residence, whichever first occurs) the Tower Unit will be free from defects due to a failure to have been constructed in a skillful manner; (ii) two (2) years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Tower Unit will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (iii) six (6) years from and after the warranty date the Tower Unit will be free from material defects.

(ii) The Sponsor's obligation, regardless of any limitations in the warranties or in the Plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

(b) (i) The Sponsor will assign to the Purchaser upon the closing of title to his Tower Unit and the Board of Managers upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's unit of the common elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are assignable. Subsequent to the conveyance of title to a Tower Unit, Sponsor shall not be responsible for paint touch-ups to a Tower Unit, dented porcelain or formica chips. Sponsor has no obligation to make any repair to the Tower Unit(s) or the common elements except as expressly set forth in the survival agreement, or an Inspection Statement and Punchlist in the form as Exhibit B hereto annexed (See Section AA Purchase Agreement in Part II of the Offering Plan), entered between the parties at closing after the Purchaser's inspection of the Tower Unit. Sponsor does not warrant materials or workmanship of each Tower Unit or common elements except as stated in this paragraph.

(ii) Pursuant to Subsection 18 of the Purchase Agreement, Purchaser

has the right to examine his/her/its Tower Unit with a representative of the Sponsor/Seller during normal business hours prior to the Closing Date and will sign and deliver to Sponsor/Seller on or before the Closing Date a Final Inspection Statement and Punchlist as described in Subsection 12(b)(i) above, acknowledging the condition in which he/she/it has received his/her/its Tower Unit and accept title.

(c) Notwithstanding any warranty transferred to the Condominium or Tower Unit Owners, the Sponsor/Seller remains liable to perform the construction of the premises in accordance with the Plan and applicable law. Therefore, if there are any patent or latent defects in the construction of the Condominium Unit and the Common Elements or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans and specifications, Sponsor/Seller will cure such defects as promptly as possible, provided that it is notified of them in writing by certified mail within one (1) year from the date of the closing of title to the Tower Unit in which the alleged defect exists, or in the case that such defect exists in the Common Elements, the date of substantial completion of such Common Elements, whichever later occurs, unless there is a latent defect due to faulty construction by Sponsor that could not be discovered within such timeframe.

13. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with establishment, and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium, whenever such costs or expenses are incurred, or in connection with the sale of all the Tower Unit(s) held or owned by Sponsor (Except for costs specifically made payable by Purchaser under this Plan) and will pay all selling expenses including but not limited to, advertising and printing costs, architect fees and costs of filing this plan and amendments thereto.

14. Sponsor has obtained a construction loan to complete the construction of the Condominium (See Subsection 1 of this Section above). Sponsor will be obligated to pay off and otherwise comply with the terms of any mortgage on the entire Condominium. Before the closing of title to the first Tower Unit, all liens and mortgages affecting the property shall be paid and satisfied on the Tower Unit being conveyed and its appurtenant common interest shall be released therefrom by partial release (13 NYCRR § 20.3(t)(9)).

15. In accordance with Section 339-P of the Real Property Law, a registered architect or licensed professional engineer shall certify that the floor plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the building as filed with and approved by the municipality or other governmental subdivision having jurisdiction over the issuance of permits for the construction of the building.

16. (a) The Sponsor (its successors, assigns or designees) may offer all or any unsold Tower Unit(s) for lease. Purchasers of any such leased Tower Unit(s) will be purchasing Tower Unit(s) that have been previously occupied. Sponsor will notify Purchasers of Tower Unit(s) that have been previously occupied and will set forth the conditions in which such Tower Unit will be delivered (including outstanding warranties,

if any). There shall be no obligation of or any other offeror of such Tower Unit to decorate, refurbish or in any way repair such Tower Unit.

(b) With regard to the sale of the Tower Unit(s) offered in Schedule A, Sponsor is committed to sell all the Tower Units under this Offering Plan and will endeavor in good faith to sell all of the Tower Unit(s) in a reasonably timely manner.

(c) If Sponsor makes a bulk sale of all or some of its unsold Tower Unit(s), the transferee-successor of Sponsor is bound by Sponsor's representation regarding its commitment to sell Tower Unit(s).

17. (a) As a condition of sales of Tower Unit(s) pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designers, invitees, contractors, agents, employees and tenants any and all easements and rights of access, in and to Tower Unit(s) and common elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder. Such rights shall include the following, but not be limited thereto:

(i) The right to maintain general and sales and leasing office(s) and personnel on the premises, to post signs, and to conduct other activities connected with promotion, sales, leasing, such as inspection by and display of vacant or leased Tower Unit(s), as well as the common elements, to prospective purchasers or lessees;

(ii) Right of access in and to Tower Unit(s) and common elements for purposes of construction, repair, refurbishments correction, alterations, finishing, servicing (including, but not limited to garbage collection) and similar work; and Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over under and across the common elements of the Condominium for the purpose of completing construction and sale of Tower Unit(s) and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and right-of-way in, through, under, over, and across the common elements for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads of other areas of the common elements. Finally, Sponsor reserves the right to continue to use the common elements, any facilities, sales offices, model Tower Unit(s), signs, and parking spaces located on the common elements, in its efforts to market Tower Unit(s) constructed in the Condominium. Sponsor will be obligated to repair any damage to the common property caused as a result of its use and the easements, licenses, rights and privileges of a right-of-way to repair the Condominium. With regard to Sponsor's right to access in and to Tower Unit(s), a reasonable prior notice shall be given to the Tower Unit Owner, and Sponsor shall use its best effort not to interfere with the owner's use of his/her Tower Unit. All works shall be performed during reasonable hours.

(iii) Right to alter any Tower Unit or common elements subject to filed

amended plan and/or specifications, consistent with this offering.

(b) Sponsor shall have the rights enumerated herein for so long as Sponsor owns at least one Unsold Tower Unit or to the extent necessary to enable Sponsor to uphold its obligations under the offering plan and applicable law.

18 (a) In the event that loss or damages have resulted from fire or other casualty to the Tower Unit(s), common elements and limited common elements prior to closing, Sponsor will notify a purchaser within fourteen (14) days of such occurrence whether or not it will repair any damage resulting from a casualty prior to the closing of a Tower Unit:

(i) If Sponsor elects to repair such damages, it will do so as promptly as possible and restore the Tower Unit, common elements and limited common elements to substantially the same condition as prior to the casualty. In such a case, a purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage but in the event that an extension is not obtained, the purchaser will be offered a right of rescission.

(ii) If Sponsor elects not to repair such damages, it will notify Purchaser of its intention to terminate this Agreement and return to Purchaser all sums deposited hereunder (including advances made for upgrades, extras, or custom work, if any) within ten (10) days, and upon such return, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other arising out of this Agreement and the Plan.

(iii) If the closing delays more than six (6) months due to Sponsor's inability to repair the damages, Purchaser may also rescind the contract and receive the refund of downpayment, in addition to any other right of rescission granted to Purchaser under the Plan.

Sponsor's obligations as set forth in this Section will survive delivery of any Tower Unit Deed.

(b) Except as specifically set forth herein, no bond or other security has been furnished to secure performance of the above. All obligations pertaining to the common elements shall be enforceable only by the Board of Managers on behalf of the Tower Unit Owners and not by the individual Tower Unit Owners. However, nothing herein shall prevent an individual Tower Unit Owner from bringing an action in the nature of derivative actions against the Board of Managers. During the time the principals of the Sponsor control the Board, it is within their sole power to enforce the obligation of Sponsor pertaining to the common elements and, therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Tower Unit Owners, excluding Sponsor, at a special meeting of the Tower Unit Owners called for such purpose.

SECTION R CONTROL BY THE SPONSOR

1. The extent to which Sponsor may exercise voting control over the Tower Section Board of Managers under this Plan, as it may be hereinafter amended from time to time, is as follows:

(a) (i) During the Initial Sponsor Control Period, i.e., before the sale of the last Tower Unit or two (2) years from the closing of title to the first Tower Unit, whichever first occurs, Sponsor shall be entitled to designate all the members of the Tower Section Board. Under this Plan, Sponsor has designated three (3) members, who will be the Managers sitting on the Tower Section Board. If the Sponsor voluntarily gives up control before the Initial Sponsor Control Period ends, Sponsor shall be entitled to vote for Managers in accordance with the Tower Section By-Laws; provided, however, that should Sponsor be unable to obtain equivalent representation in proportion to the number of Tower Units owned by Sponsor through such electoral process, Sponsor shall be entitled to appoint one (1) Manager out of the three (3) Tower Section Board of Managers(See Subsection 1(b) of this Section below) so long as it holds at least one of the Tower Units for sale in the ordinary course of business.

(ii) Despite the provision in Subsection (a)(i) above, it is not the intent of the Sponsor to control the board after the Initial Sponsor Control Period.

(b) Within thirty (30) days after the Initial Sponsor Control Period, Sponsor will immediately give up control over the Tower Section Board, and a meeting will be held to elect a new board of three (3) members. All Tower Unit Owners, including Sponsor, will vote in the same capacity for the new three (3) member board.

(c) However, the Tower Section By-Laws of the Condominium do not require that after the Initial Sponsor Control Period, a majority of the Tower Section Board must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. This means that Purchasers for their own occupancy may never gain control of the Tower Section Board under the terms of this Plan. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Tower Section should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

(d) In addition, so long as Sponsor has any unsold Tower Units remaining, no amendment to the Tower Section By-Laws affecting the rights of Sponsor shall take place without the written consent of Sponsor.

2. In the event that Sponsor voluntarily gives up control of the Tower Section Board before all Tower Units are sold, so long as Sponsor or its designees shall continue to own Tower Units representing twenty-five percent (25%) or more in common interest, but in no event later than five (5) years from closing of title to the first Tower Unit, the Tower Section Board may not, without Sponsor's prior written consent: (i) make any addition, alteration or improvements to the common elements costing cumulatively more than

$10,000.00, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire an employee in addition to the employees referred to in the Plan of the Tower Section ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date said Plan is declared effective, or (v) borrow money in excess of $10,000.00 on behalf of the Tower Section, or (vi) take any action which impairs Sponsor's sales program or continued use of the Tower Section property in connection with such program, or (vii) increase or reduce the services of maintenance set forth in Schedule B. No provision stated herein can allow Sponsor to act in violation of Subsections 3 and 4 below.

3. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required:

(a) To comply with applicable laws or regulations; or

(b) To remedy any notice of violation; or

(c) To remedy any work order by an insurer; or

(d) For any matter affecting the health and/or safety of the occupants of the building.

4. Sponsor may exercise veto power over expenses other than those described in Subsection 3 above, for a period ending not more than five (5) years after the closing of first Tower Unit or whenever the unsold Tower Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

5. Purchasers are advised that Sponsor will fulfill its obligations and perform its fiduciary duty to Tower Unit Owner(s) as the sponsor-controlled Board of Managers. In the event that Sponsor fails to do so during the Initial Sponsor Control Period, Tower Unit Owner(s) may bring an action to enforce its obligations under this Offering Plan.

SECTION S BOARD OF MANAGERS

A. Tower Section Board of Managers

It is the function of the Tower Section Board of Managers to administer the affairs of the Tower Section of the Condominium and supervise the operation of the Tower Section property. The following is a summary of the important sections of the Declaration and By-Laws with respect to the Tower Section Board of Managers.

1. (a) The number of Managers which shall constitute the initial Tower Section Board shall be three (3) until succeeded by Managers elected at the first annual meeting of Tower Unit Owners. The original Tower Section Board of Managers need not be Tower Unit Owners (or officers, directors or partners of Tower Unit Owners). The first Tower Section Board of Managers of the Condominium will be Luo Jie Chen, Xi Zhao and Min Di Wei. Mr. Chen is the principal of the Sponsor. Luo Jie Chen will be the President, Xi Zhao will be Secretary, and Min Di Wei will be Treasurer, of the Tower Section Board of Managers.

(b) Within thirty (30) days after the Initial Sponsor Control Period (i.e., the time of closing of title to the last Tower Unit or two (2) years from the closing of title to the first Tower Unit, whichever first occurs), Sponsor will immediately give up control over the Tower Section Board of Managers, and a meeting will be held for such purpose. Sponsor shall call the first annual Tower Unit Owners' meeting. At such meeting, a new Tower Section Board of Managers of three (3) members shall be elected by the Tower Unit Owners. The former member(s) of the Tower Section Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year; except that if such date is a Saturday, Sunday or legal holiday the annual meeting shall be held on the next succeeding business day. At such meetings, there shall be elected by ballot of the Tower Unit Owners the Tower Section Board of Managers in accordance with the requirements of Article III of the By-Laws.

(c) The Managers shall be elected annually at the annual meeting of Tower Unit Owners by a majority vote, cumulative voting being prohibited. The Managers shall hold office until their successors have been elected.

(d) Notwithstanding the foregoing, after the Initial Sponsor Control Period, the Tower Section Board will consist of three (3) members and Sponsor will be entitled to designate one of the three (3) members for so long as Sponsor continues to own at least one (1) Tower Unit. Therefore, Tower Unit Owners will be entitled to vote for two (2) members of the Tower Section Board for so long as Sponsor continues to own at least one (1) Tower Unit. Members of the Tower Section Board of Managers designated by Sponsor need not be Tower Unit Owners or officers, directors, stockholders or partners of Tower Unit Owners.

(e) Any member of the Tower Section Board may be removed from office with or without cause by the vote or agreement in writing of a majority of all Tower Unit

Owners. A special meeting of the Tower Unit Owners to remove a member or members of the Tower Section Board shall be called by the President as directed by a majority of the Tower Unit Owners or the Tower Section Board. The notice of such special meeting shall state the purpose of the meetings. A majority of the remaining Managers shall elect a successor who shall hold office for the unexpired term of the removed Managers, except that the Sponsor shall have the right to replace any Manager elected or appointed by Sponsor.

(f) Subject to any provisions as described in the Condominium Declaration and By-Laws, the rights granted to Sponsor under Article III of the By-Laws and as outlined in this Section, shall not be exercised in such a manner as to give Sponsor the right to control the Tower Section Board of Managers after Sponsor calls the first annual Tower Unit Owners meeting as provided for in Subsection A(1)(b) above and Sponsor shall agree not to cast votes to control the Tower Section Board of Managers.

2. (a) Written notice of the annual meeting of the Tower Unit Owners shall be personally served upon or mailed to each member entitled to vote at such address as appears on the books of the Tower Section, at least fourteen (14) but no more than thirty (30) days prior to the meeting. The post office receipt of mailing shall be proof of such mailing.

(b) Written notice of a special meeting of the Tower Unit Owners stating the time, place and object thereof shall be served upon or mailed to each member entitled to vote thereon at such address as appears on the books of the Tower Section at least fourteen (14) but no more than thirty (30) days before such meetings. Notice of meetings at which disposition of the Tower Section property will be voted upon must also be given record mortgagees.

(c) The minutes of all meetings of Tower Unit Owners shall be kept in a book available for inspection by Tower Unit Owners or their authorized representatives and the Tower Section Board members at any reasonable time. The Tower Section Board shall retain these minutes for a period of not less than seven (7) years.

(d) All Tower Unit Owners will receive annually, within three (3) months of the end of each fiscal year, copies of an annual report of the Tower Section including a balance sheet and a profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Tower Unit Owner and notice of the holding of the annual Tower Unit Owners meeting. All Tower Unit Owners shall be entitled to examine the books and records of the Tower Section on reasonable notice to the Tower Section Board, but not more than once a month.

(e) All Tower Units which are acquired by the Tower Section Board of Managers, or its designees, subject to the Tower Section Board's right of first refusal, shall be held by it on behalf of all Tower Unit Owners. The Tower Unit Owners shall hold their respective interests in the Tower Unit in proportion to their percentage of common interest and the votes appurtenant to such Tower Units shall be cast by the

Tower Section Board of Managers or its designee at all meetings of the Tower Unit Owners, except that the Tower Section Board will not vote in any election of members of the Tower Section Board.

3. As stated above, the first Tower Section Board of Managers of the Condominium will consist of the individuals listed in Subsection A(1)(a). Sponsor retains the right to substitute other persons in place of the above-named individuals until the resignation of the first Tower Section Board of Managers, as set forth below.

4. As stated in the By-Laws, no member of the Tower Section Board of officers shall receive any compensation or fee for their services as a Manager or Officer.

5. The Tower Section Board may remove any officer or management agent of the Tower Section at its discretion or should said manager or management agent be appointed by contract then such removal shall be dependent upon the terms of the governing contract.

6. The member of the Tower Section Board of Managers shall not be liable to the Tower Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. It is intended that the members of the Tower Section Board of Managers shall have no personal liability to others arising out of the contracts made by the Tower Section Board of Managers on behalf of the Tower Section. The Tower Unit Owners shall indemnify and hold harmless each of the members of the Tower Section Board of Managers against all contractual liability to others arising out of the contracts made by the Tower Section Board of Managers on behalf of the Tower Section unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws.

7. Each Tower Unit Owner shall be entitled to cast one vote on each Ballot for each 0.01% (rounded up or down to the nearest 0.01%) of common interest he/she/it owns. The three (3) nominees receiving the highest number of votes on each of their ballot shall constitute the duly elected Tower Section Board of Managers, provided, however, Sponsor will be entitled to designate one of the three (3) members for so long as Sponsor continues to own at least one (1) Tower Unit.

8. The Tower Section By-Laws of the Condominium do not require that after the Initial Sponsor Control Period, a majority of the Tower Section Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. This means that Purchasers for their own occupancy may never gain control of the Tower Section Board of Managers under the terms of this Plan. Owner-occupants and non-residents owners, including Sponsor, may have inherent conflicts on how the Tower Section should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

9. If there are non-sponsor members of the Tower Section Board, and there is a vote on whether to sue the sponsor, the sponsor's board representatives cannot lawfully vote

on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). See also Tower Section Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2nd Dept. 1993), McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

10. (a) The principal officers of the Tower Section Board of Managers shall be President, who shall be a Manager, Vice President, Treasurer and Secretary, all of whom shall be elected annually by the Tower Section Board. The Tower Section Board may appoint an Assistant Secretary, an Assistant Treasurer or such other officers as the Board determines is necessary to efficiently administer the affairs of the Tower Section of the Condominium.

(b) All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the entire Tower Section Board except the managers representing Sponsor. Only Sponsor has the right to replace the manger elected or appointed by Sponsor. All officers must be Tower Unit Owners or members of the first Tower Section Board of Managers. Except as otherwise elected or appointed by the First Tower Section Board of Managers, two or more officers may not be held by the same person.

(c) The President of the Tower Section Board shall be the Chief Executive Officer and shall preside at all meetings of the members and the Tower Section Board and be an official member of all standing committees. He shall have general and active management authority over the business of the Tower Section and shall have the general powers and duties of supervision and management usually vested in the office of the President of a stock corporation organized under the New York Business Corporation Law.

(d) The Vice President of the Tower Section Board shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Tower Section Board or the President.

(e) The Secretary shall keep the minutes of the meetings of the members and of the Tower Section Board in one (1) or more books for that purpose. The minute book shall be available for inspection by all members, or their authorized representatives, and by the Tower Section Board, which minutes shall be retained for a period of not less than seven (7) years. He shall see that all notices are duly given in accordance with the provisions of the Tower Section By-Laws or as otherwise required by law. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or the Tower Section Board.

(f) The Treasurer shall have custody of all Tower Section funds and securities, keep full and accurate accounts of receipts and disbursements in books

belonging to the Tower Section, and shall deposit all monies and other valuable effects in the name and to the credit of the Tower Section in such depositories as may be designated by the Tower Section Board. He shall disburse the funds of the Tower Section as ordered by the Tower Section Board and shall render to the President and the Tower Section Board at the regular meetings of the Tower Section Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Tower Section.

10. Two (2) of the members of the Tower Section Board shall serve as representatives of the Tower Section on the Base Board of the Managers.

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B. Base Board of Managers

1. It is the function of the Base Board of Managers to administer the affairs of the Condominium and supervise the operation of the Condominium property. The Base Board of Managers shall consist of three (3) members, two of whom shall be designated by the Tower Section Board and one shall be designated by Unit Owner of Unit R1.

2. The term of office of each of the three members of the Base Board expires annually on the anniversary of the designation of such Base Board Member(s). The new designation of such members is made by the Base Board Members' Designator. There is not limitation to the term of office of the Base Board of Managers.

3. Any member of the Base Board may be removed from office with or without cause by (x) the Member's Designator, or(y) the vote of a super majority (66 and 2/3%) of the Base Board of Managers.

4. Except as otherwise required by law, no annual Unit Owners' Meeting will be held. In the event such annual Unit Owners' Meeting is held as required, Tower Unit Owners will vote through their representatives, designated by the Tower Section Board, and they shall not be entitled to vote directly at such a meeting.

5. As stated in the By-Laws, no member of the Base Board or officers shall receive any compensation or fee for their services as a Manager or Officer.

6. The member of the Base Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. It is intended that the members of the Base Board of Managers shall have no personal liability to others arising out of the contracts made by the Base Board of Managers on behalf of the Condominium. The Unit Owners shall indemnify and hold harmless each of the members of the Base Board of Managers against all contractual liability to others arising out of the contracts made by the Base 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 By-Laws.

SECTION T

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

The rights and obligations of Tower Unit Owners may be summarized as follows:

1. (a) A Tower Unit Owner has the right to sell or lease his/her/its Tower Unit provided that he/she/it gives notice of the bona fide terms of any proposed sale or lease to the Tower Section Board of Managers and obtains their approval for the sale and lease. The failure of the Tower Section Board to approve or disapprove such proposed sale or lease within thirty (30) days after notice thereof or thirty (30) days after submission of such reasonable information as requested by the Board shall be deemed to constitute approval. If the Tower Section Board disapproves the transaction, it shall within fifteen (15) days after making its decision known, produce a Purchaser or lessee who will accept the transaction upon the same terms as those terms stated in the notice to the Tower Section Board. If the Tower Section Board does not produce such a Purchaser or lessee within the aforesaid fifteen (15) days the Tower Unit Owner shall have the right to effectuate such sale or lease on the terms submitted, as more specifically set forth herein.

(b) (i) Alternatively, the Tower Section Board may designate itself to purchase or lease such Tower Unit on behalf of all of the Tower Unit Owners, in the manner set forth herein, provided that approval for such purchase or lease is obtained from Tower Unit Owners owning Tower Units to which not less than seventy-five percent (75%) of the common elements are appurtenant. In the event the Tower Section Board does not have sufficient funds on hand for such purchase or lease from working capital, it may either borrow such funds and/or assume an existing indebtedness secured only by a mortgage on the Tower Unit, or may assess the Tower Unit Owners therefore in proportion to their percentage of common interest, or the Tower Section Board may use any combination of these methods to undertake the acquisition.

(ii) The closing of sale of the Tower Unit or date of the commencement of the term of lease shall be the same as set forth in the contract to sell or lease included in the notice of such proposed transaction to the Board if the transaction is disapproved.

(c) Any sale or lease which is not authorized by the terms of the By-Laws or for which authorization has not been obtained pursuant to the terms hereof is voidable and may be voided in action brought by the Tower Section Board of Managers.

(d) A Tower Unit Owner intending to make a sale or lease of the Tower Unit shall give notice to the Tower Section Board of such intention. He/she/it shall furnish the following information to the Tower Section Board: (i) the name and address of the intended grantee or lessee; (ii) financial and professional references of the transferee or lessee; (iii) an executed copy of the proposed contract of sale or lease; and (iv) such other information as the Tower Section Board may reasonably require. He/she/it shall use the

form, if any, supplied by the Board in order to supply such information. Such notice, when given, shall constitute a representation, warranty and an offer to sell or lease to the Tower Section Board or any Purchaser or lessee produced by the Tower Section Board and a representation that the Tower Unit Owner believes the offer to be bona fide in all respects. The Tower Section Board shall have a right of first refusal, with regard to the proposed sale or lease by the Tower Unit Owner, upon the same terms and conditions as set forth in the notice to the Tower Section Board. All notices shall be given by registered or certified mail. Delivery shall be deemed made and notice shall be deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

(e) When the Tower Section Board has produced a Purchaser or a lessee within the fifteen (15) day period set forth above and Purchaser or lessee so agrees, a binding contract shall be deemed to have come into existence and the Tower Unit Owner shall be obligated to consummate the transaction with such Purchaser or lessee furnished by the Tower Section Board, in accordance with the terms thereof.

(f) The action by the Tower Section Board consenting to a sale or lease shall be in recordable form. The failure of the Tower Section Board to act on a notice given to it, together with such additional information reasonable requested, within thirty (30) days shall be deemed to constitute approval of the sale or lease. The Tower Unit Owner, the Purchaser or lessee may demand and shall be entitled to receive from the Tower Section Board consent to the sale or lease in recordable form.

(g) The Tower Section Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, other grounds prohibited by law.

(h) If the proposed Purchaser or lessee of a Tower Unit, or any interest therein, is other than a natural person, the approval of the sale shall be conditioned upon the approval by the Tower Section Board of the entity or entities which will occupy the Tower Unit.

(i) The right of first refusal granted herein shall not be applicable to the following:

(I) The sale, lease or sublease of Tower Units by or to Sponsor;

(II) The sale or lease of the Tower Unit to an Owner's spouse, issue, parents, grandparents, or grandchildren;

(III) Foreclosure or other judicial sale of Tower Section or a conveyance by the Owner of a Tower Unit to a mortgagee in lieu of foreclosure; and any subsequent sale, lease or sublease by a mortgagee (provided that unrelated persons acquiring the Tower Unit from such mortgagee shall be subject to such right of first refusal herein);

(IV) The sale, lease or sublease from a Tower Unit Owner to a

partnership, corporation or limited liability company in which the Tower Unit Owner is a partner, principal stockholder or member; from a partnership, corporate owner or limited liability company to the partners, stockholders or members thereof; from partners who are owners to new partners; from one co-owner to another;

(V) A conveyance or transfer from a Tower Unit Owner by gift, devise by will or intestate succession.

(j) Owner of a Tower Unit herein must covenant that he/she shall for no less than five years from acquisition of such unit occupy it as his/her Primary Residence in accordance with the criteria set forth for rental dwelling units in Section 2520.6(u) of the Rent Stabilization Code. Violation thereunder shall subject the Tower Unit to disqualification of the 421-a tax exemption benefits.

2. (a) All Tower Units shall be used in accordance with a Certificate of Occupancy and in compliance with zoning codes.

(b) Sponsor may utilize a limited number of Tower Units for models and as a sales office in conjunction with the sale and rental of Unsold Tower Units.

(c) Restrictions on Occupancy and Use:

No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any property operated by the Tower Section Board or any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. No nuisance shall be allowed on the Condominium property. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate no any fire hazard allowed to exist. Access to common elements may not be obstructed in any way.

(d) The owners of Tower Units shall be fully responsible for the activities and actions of their guests, visitors, permittees, invitees or employees and shall take all necessary action to insure that all such persons fully comply with the provisions of the Declaration and the By-Laws and rules and regulations of the Condominium.

(e) Tower Unit Owners are not allowed to maintain any pets.

3. A Tower Unit Owner shall have the right to mortgage or encumber his Tower Unit provided that such mortgage or encumbrance is made to a mortgagee as defined in Section C in Part I of the Offering Plan.

4. (a) (i) Each Tower Unit Owner shall be liable for that percentage of the common expenses of the Condominium that corresponds to that owner's percentage of ownership in the common elements set forth in Schedule A. However, additional services with the Tower Unit Owners may desire or other factors can increase these charges. The Tower Section Board shall have the power to fix, determine, and collect assessments to

cover these common expenses. The Tower Section Board may commence the collection of common charges upon the closing of title to the first Tower Unit or at any subsequent date as in its sole discretion it may determine. The Tower Section Board's collection of common charges will be in such amount as will be necessary to carry out the duties of the Tower Section Board as set forth in the Plan. All such common charges shall be paid by the Tower Unit Owners and Sponsor, as the owner of the unsold Tower Units, in accordance with their respective percentage of common interest as set forth in the Plan. The Tower Section Board will have a lien on each Tower Unit for unpaid common charges pursuant to and Real Property Law Section 339-Z, and the lien can be made effective pursuant to Real Property Law Section 339-AA. The common charges will be placed in an account in the name of the Tower Section Board of Managers.

(ii) The Sponsor shall be liable for the monthly common charges of all Tower Units which have not been transferred to a Purchaser, commencing after the closing of title to the first Tower Unit. Sponsor will cause the Tower Section Board to file a lien as provided by Real Property Law Section 339-AA on the Tower Units in which Sponsor is thirty (30) days in arrears of common charges while in control of Tower Section Board.

(b) The common expenses of the Condominium shall include, without limitation, management fees, salary for the building staffs, building maintenance and repair, utilities for common area, water and sewer charges, accountant, legal and insurance fees.

(c) The common expenses of the Condominium shall be incurred to provide for the full enjoyment and protection of each Tower Unit Owner's use of the Common Area of the Condominium.

(d) The common charges do not include maintenance, repairs or decoration of any of the Tower Units or portions thereof, electricity and gas consumed by each Tower Unit, or payments required pursuant to the terms of the Tower Unit Owners Mortgages and Real Estate Taxes covering the individual Tower Units.

(e) Under the Real Property Law, the Tower Section Board shall have a lien against each Tower Unit for its unpaid common charges (plus legal interest) 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 also cover reasonable attorney's fees incurred to collect the unpaid assessments together with all costs of the suit. The Tower Section Board may also declare the common charge assessment on the delinquent Tower Unit Owner's Tower Unit for the balance of the fiscal year immediately due and payable. The lien shall continue in force even after resale of a Tower Unit except that in accordance with the Declaration, the Tower Section Board shall release the lien and its right to collect prior unpaid common charges against any purchaser of a Tower Unit where the purchase arises out of a foreclosure of a first mortgage of record. The Tower Section Board may foreclose the lien in the same manner as a mortgage on real property and in so doing shall be entitled to recover all costs incurred including the reasonable attorney's fees. The

liability of each Tower Unit Owner for the payment of common charges thereafter assessed against his Tower Unit shall terminate upon a sale, transfer or conveyance of the Tower Unit in accordance with the provisions of the Declaration and By-Laws. Further, any Tower Unit Owner may convey his unit to the Tower Section Board or its nominee on behalf of all other Tower Unit Owners, without any compensation, in accordance with the Declaration and By-Laws. In that case, he shall be exempt from any common charges thereafter assessed (13 NYCRR § 20.3(w)(3)(iii)), but not relieved of his obligation to pay his mortgage loan. A Tower Unit Owner may not exempt himself from liability for his common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his Tower Unit. Upon resale, the purchaser of a Tower Unit shall be liable for the payment of unpaid common charges assessed against the Tower Unit prior to the acquisition of the Tower Unit by the purchaser, except that a first mortgagee who acquires title to a Tower Unit or other purchaser at a foreclosure sale of a first mortgage shall not be liable and the Tower Unit shall not be subject to a lien for the payment of common charges assessed prior to the acquisition of title to the Tower Unit by the mortgagee or purchaser at foreclosure sale. In that case and in the event of a foreclosure by the Tower Section Board of its lien on any Tower Unit for unpaid common charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid common charges, the unpaid balance shall be charged to all other Tower Unit Owners as a common expense. Sponsor will cause the Tower Section Board to file a lien against itself on Tower Units, in which Sponsor is more than thirty (30) days in arrears while it is in control of the Tower Section Board.

(f) Default in payment of common charges by non-occupying owners--Real Property Law, Section 339-KK. The Real Property Law has been amended by adding a new section 339-KK, which provides as follows:

"If a Tower Unit Owner who does not occupy the unit rents such unit to a rental tenant, and then fails to make payments due for common charges, assessments or late fees for such Tower Unit, within sixty (60) days from the expiration period after they are due, the Tower Section Board shall provide a 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 payments due subsequent to the issuance of such notice are to be made payable to the Tower Section Board at the address listed on the notice. Where a majority of the Tower Section Board has been elected by and from among the Tower Unit Owners who are in occupancy, the Tower Section Board may elect not to require that rental payments be made payable to the Tower Section Board of Managers. At such time as payments for common charges, assessments and late fees from the non-occupying owners are once again current, a notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Tower Section Board of Managers' claim to rental payments shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Tower Section Board which must be held within thirty (30) days of the date that such Tower Section Board received notice that such owner seeks to dispute such claim.

Payment by a rental tenant to the Tower Section Board shall relieve the 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."

5. The responsibility for repairs and maintenance is as follows:

(a) The maintenance and repair of the common elements shall be the responsibility of the Condominium unless such repairs or replacement become necessary as a result of the negligence of abuse of a Tower Unit Owner. The cost of such repairs or replacement shall be borne solely by the Tower Unit Owner who caused the repair or replacement due to his/her/ negligence or abuse. It is the obligation of each Tower Unit Owner to provide an access to their Tower Unit and to the limited common elements to the Tower Section Board for inspection or repairs, provided that such inspection and repairs are made with a reasonable prior notice and during reasonable hours, except for emergency repair.

(b) (i) Any expenses attributable to the maintenance, repair or replacement of limited common elements shall be the responsibility of the Tower Unit Owner who has exclusive use of the limited common elements. Exterior surfaces of balconies and terraces, if any, shall be treated as limited common elements for this purpose.

(ii) All maintenance to the Tower Units, including electrical repairs, plumbing stoppage, window cleaning, painting and decorating in the Tower Units (except for cleaning of exterior surface of the windows), repairs and replacement to Tower Units including windows and doors (including all glass breakage) and repairs to heating and air conditioning units, if any, pipes, wires and conduits located in and servicing the same Tower Unit other than as set forth, shall be made by the respective Tower Unit Owner's at their expense.

6. Additions, alterations or improvements by Tower Unit Owners:

The Tower Unit Owner can make interior alterations or improvements to the Tower Unit he/she desires without obtaining the consent of the Condominium so long as the alterations or improvements do not affect the building or any other common elements. No Tower Unit Owner (other than Sponsor as noted in the By-Laws) may make any structural additions, alterations or improvements in his Tower Unit or of the common elements without the prior written approval of the Tower Section Board or impair any easement without the written consent of the Tower Section Board and the Tower Unit Owner or Owners for whose benefit such easement exists. The Tower Unit Owners shall not employ any contractor that may cause labor disturbances or other stoppage in the work of the Building employees or other contractors or subcontractors employed in the Building or at the property. No Tower Unit Owner shall erect any privacy fence, sunscreen or similar object or enclose the balcony except as expressly permitted by the rules and regulations of the Condominium without prior written approval of the Tower

Section Board. No structure shall be erected on the terraces or yard. Until control of the Tower Section Board is relinquished to other Tower Unit Owners, Sponsor will not make any improvements or additions to the common elements which would result in the imposition of special assessments or result in a substantial increase in the common expenses. However, this will not apply to the 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) Any matter affecting the health and/or safety of the occupants of the building.

7. The Tower Section Board of Managers (or Sponsor until control of the common elements is vested in the Condominium) shall be required to obtain and maintain, to the extent obtainable, the following insurance upon the Condominium property and the equipment and personal property owned by the Condominium. The policies so obtained shall be for the benefit and protection of the Condominium, Tower Unit Owners and their respective mortgagees as their interest may appear. Such policies shall include provisions that they be without contribution, that improvements to Tower Units made by Tower Unit Owners shall not affect the valuation of the Condominium property for the purpose of insurance and that the insurer waives its rights of subrogation as to any claims against Tower Unit Owners, the Tower Section Board and their respective families, employees, servants, agents and guests. The insurance maintained shall cover the following perils and contingencies:

(a) All improvements upon the Condominium property and all personal property included therein, except the Tower Units and such personal property as may be owned by the Tower Unit Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation, foundations and other construction components customarily excluded) as determined periodically by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) Loss of damage by fire or other hazards covered by the standard extended coverage endorsement; and

(ii) Such other risks as from time to time shall customarily be covered with respect to improvements similar in construction, location and use including but not limited to vandalism, malicious mischief, windstorm and water damage.

(b) Comprehensive general and/or public liability: The amount and coverage shall be determined by the Tower Section Board, which will include, but not limited to, water damage, legal liability, hired automobiles, non-owned automobiles and off-

premises employee coverage.

(c) The fire casualty and general liability insurance must be on terms that provide: (i) that such Tower Unit Owner is additional insured party; (ii) that there will be no cancellation without notice to the Tower Section Board of Managers; (iii) a waiver of subrogation; (iv) a waiver of invalidity because of the acts of the insured and Tower Unit Owners; and (v) waiver of pro-rata reduction if Tower Unit Owners obtain additional coverage.

(d) Fidelity bonds in sufficient amounts to fully protect the interests of the Condominium on each member of the Tower Section Board of Managers, officers of the Condominium, managing agents and managers including any person or persons handling or responsible for funds of the Condominium.

(e) In addition to the above, the coverage for directors' and officers' liability, boiler and machinery, workers' compensation, disability, auto liability, and excess liability is generally available, but not provided by the Tower Section Board of Managers.

(f) Tower Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Tower Section Board shall not be affected or diminished by reason of any Tower Unit Owner's other insurance.

(g) It is important to recognize that the insurance described in sub-paragraph (a), above, provides coverage for the Condominium. Each Tower Unit Owner is advised to obtain liability and casualty insurance covering his own Tower Unit and insurance covering personal possessions and living expenses.

(h) Purchasers are referred to Schedule B in Part I of the Offering Plan for details (13 NYCRR § 20.3(w) (6)(ii)).

8. In the event that a Tower Unit Owner fails to maintain his/her Tower Unit as required herein or otherwise violates the provisions hereof, the Tower Section Board shall have the right to assess the Tower Unit Owner and the Tower Unit for the sums necessary to restore the Tower Unit to good condition, to collect such assessments and have a lien for same as provided herein. The Tower Section Board shall have the right, before or after any such assessment, to have its employees or agents enter the Tower Unit and do the work necessary to enforce compliance with the above provisions. Tower Unit Owners may also be individually assessed for any damage to the common elements or limited common elements which may be caused by such owners, their family, lessees, guests, invitees or permittees. If it becomes necessary for the Tower Section Board to bring a lawsuit or any other proceeding to enforce its right to make a repair or correct a condition or to collect any sum due on account thereof, the Tower Section Board shall also be entitled to collect reasonable attorneys' fees in connection with any suit or

proceeding.

9. (a) Each Tower Unit Owner, his/her family, lessees, invitees and permittees, shall be governed by and conform to the Declaration and the By-Laws and rules and regulations of the Condominium. Failure to do so shall entitle the Condominium or any Tower Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

(b) The Sponsor shall enjoy certain exceptions to these Condominium documents so long as the Sponsor has any Tower Unit of sale. These special reserved rights of the Sponsor shall cover such activities as using the Tower Units for sales offices, selection of members of the Tower Section Board and amendments to the Condominium documents. In any event, however, Sponsor may not cease sales efforts and indefinitely rent/lease or reserve units for selection of members of the Tower Section Board.

10. At the time of the closing to a Tower Unit, there will be no other liens or encumbrances on the Tower Unit or common elements other than the lien for non-payment of common charges, the lien of the first mortgage which arises if the purchaser obtains a first mortgage on his/her Tower Unit, and the liens and encumbrances as set forth in Section N, Subsection 12 in Part I of the Offering Plan.

11. Ownership of Tower Unit in the Tower Section subjects the Tower Unit Owner to compliance with the provisions of the Declaration, By-Laws and Tower Section By-Laws as well as any rules and regulations contained therewith. The rules and regulations set forth in the Declaration, By-Laws and the Tower Section By-Laws can be found in Section GG and HH in Part II of the Offering Plan. The Tower Section Board can institute legal actions to enforce compliance with the provisions of the Declaration, By-Laws and the Tower Section By-Laws as well as the rules and regulations established therewith. Sponsor shall have the right to alter unsold Tower Units or common elements by amending plan and/or specification. However, any construction which might be undertaken by Sponsor shall in no event undermine the structural integrity of the Building. The provisions of the Tower Section By-Laws which require members of the Tower Section Board to be Tower Unit Owners will not apply to the first Tower Section Board.

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

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

(b) To collect, use and expand the assessments collected to maintain, care for and preserve the Tower Units, Buildings, and other common elements;

(c) To make reports, restore or alter any Tower Unit or common elements

after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(d) To access any Tower Unit and all portions of the common elements for the purpose of carrying out any of its obligations under the therewith.

(e) To insure and keep insured the common elements and Tower Units;

(f) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Tower Unit Owners of the property for violations of the house rules or rules and regulations herein referred to;

(g) To make reasonable rules and regulations;

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

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

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

(k) To make additions, alterations, or improvements to the common elements of the Condominium of which addition, alteration, or improvement does not exceed $10,000.00. The Tower Section Board may make additions, alterations or improvements to the common elements costing in excess of $10,000.00 only with the approval of a majority of the Tower Unit Owners. While Sponsor is in control of the Tower Section Board of Managers, the Tower Section Board may make additions, alterations, or improvements to the common areas elements costing in excess of $10,000.00 or enter into service or maintenance contracts the duration of which will extend more than a year after Sponsor loses control of the Tower Section Board of Managers, only with the approval of a majority of the Tower Unit Owners, excluding Sponsor, voting at duly held meeting of the Tower Unit Owners.

(l) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep ad maintenance of the common elements, provided, however, that (i) the consent of at least 66 ⅔ percent in number of all Tower Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws, shall be required for the borrowing of any sum in excess of $10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be

created on any Tower Unit or its appurtenant interest in the common elements without the written consent of the owner of said Tower Unit.

(m) To institute proceedings to review real estate tax assessments against the Tower Units on behalf of and with the consent of all Tower Unit Owners.

(n) To enter into a Management Agreement with a managing agent.

13 Any contract, agreement or commitment made by the Tower Section Board shall be made by the Tower Section Board of Managers, as agent for the Tower Unit Owners as a group only. No member of the Tower Section Board of Mangers or individual Tower Unit Owners shall be liable for such contract, agreement or commitment. The Tower Unit Owners shall be liable as a group under such contract, agreement or commitment but the liability of each Tower Unit Owner shall be limited to that percentage of the total liability that is equal to his percentage of common interest. The Tower Section Board shall have no liability to the Tower Unit Owners in the management of the Condominium except for willful misfeasance or malfeasance and the Tower Unit Owners shall severally indemnify all members of the Tower Section Board against any liabilities or claims arising from acts or omissions taken by a member of the Tower Section Board in accordance with his duties as such member except acts of willful misfeasance or malfeasance. Such several liability of the Tower Unit Owners shall, however, be limited as to each Tower Unit Owner to such proportion of the total liability thereunder as such Tower Unit Owner's common interest bears to the common interest of all Tower Unit Owners.

14 The By-Laws will not be amended so as to adversely affect any Tower Unit Owner while Sponsor retains voting control of the Condominium. Sponsor will not cast any of its votes for termination of the condominium except as set forth at Section S, Subsection 8 in Part I of the Offering Plan.

15. A New York bank or trust company shall be the Insurance Trustees as designated by Sponsor unless or until replaced by a bank or trust company in the State of New York designated by the Tower Section. If the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Tower Section. The Insurance Trustee shall hold all proceeds of Insurance policies in accordance with Section 254 (4) of the Real Property Law. The cost of all such insurance and fees and expenses of the Insurance Trustee shall be paid by the Tower Section and shall constitute a common expense. The Tower Section Board, or the Insurance Trustee, shall hold the proceeds from any casualty policy for the benefit of the Tower Section, the Tower Unit Owners and their respective mortgagees in the following manner:

(a) In the event of damage to or destruction of the Condominium Building as a result of fire or other casualty (unless seventy-five percent (75%) or more of the Tower Units are destroyed or substantially damaged and the Tower Unit Owners do not duly and promptly resolve to proceed with repair or restoration by a vote of Tower Unit Owners owing a seventy-five percent (75%) interest or more in the common elements), the Tower

Section Board shall arrange for the prompt repair and restoration of the Condominium Building (including any fixture initially installed therein by Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or machinery or equipment installed by Tower Unit Owners in the Tower Units), and the Tower Section Board 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 Tower Section Board may assess all the Tower Unit Owners for such deficit as part of the common charges.

(b) If seventy-five percent (75%) or more of the Tower Units are destroyed or substantially damaged and the Tower Unit Owners do not duly and promptly resolve to proceed with repair or restoration by a vote of Tower Unit Owners owning a seventy-five percent (75%) interest in the common elements, the Tower Section property shall be subject to an action for partition at the suit of any Tower Unit Owners or lienor, as if owned in common, in which event the net proceeds of the insurance policies (or if there shall have been a repair or restoration pursuant to sub-paragraph (a) above 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 Tower Section Board or the Insurance Trustee, as the case may be, among all the Tower Unit Owners in probation to their respective common interests, after paying out of the share of each Tower Unit Owner the amount of any unpaid liens on his Tower Units, in the order of the priority of such liens.

16. This property shall not be withdrawn from the provision of Article 9-B of the Real Property Law unless at least eighty percent (80%) of the Tower Unit Owners in number and in common interest of such Tower Units agree to the withdrawal of this property from the provisions of such Article. Sponsor or its nominee will not cast any of its votes for withdrawal, unless eighty percent (80%) of the Tower Unit Owners other than Sponsor so vote, in which event Sponsor will be free to cast its votes either for or against withdrawal.

17. The following is a brief summary of the tax valuation petition procedures for the City of New York:

(a) Tax notices are issued annually by January 15th. A taxpayer has until March 1st to apply for a corrective hearing before the Borough Commission.

(b) The decision of the Borough Commission is appealable to the City Tax Commission.

(c) If the taxpayer wishes to contest the issue beyond the Tax Commission, he must institute an Article 7, certiorari proceeding.

(d) The Tower Section Board will act as an agent of each Tower Unit Owner

who has given his written authorization to apply to the local and county real estate tax assessment board of review agency by filing a single complaint on behalf of all such Tower Unit Owners pursuant to Section 512 of the Real Property Tax Law and to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person pursuant to Section 704 of the Real Property Tax Law. The Tower Section Board may retain legal counsel on behalf of all Tower Unit Owners for which it is acting as agent and to charge all such Tower Unit Owners a pro rata share of expenses, disbursements and legal fees for which charges the Tower Section Board shall have a lien.

18. The undivided share in the common elements which is appurtenant to a Tower Unit, and the exclusive right to sue all appropriate appurtenant limited common elements shall not be separated from the Tower Unit, and shall pass with the title to the Tower Unit. The respective shares in the common elements appurtenant to Tower Units shall remain undivided, and no action for partition of the common elements shall lie, except as provided with respect to termination of the Tower Section.

19. The Tower Section Board shall have the right to accumulate reserves for capital replacement. Such reserves may be used for exterior painting, roof repair and replacement and such other capital expenses as the Tower Section Board determines. The current budget set forth in Section G, Schedule B does not include a Reserve Fund for capital replacement.

20. Copies of the Declaration, By-Laws and the Tower Section By-Laws are found in Part II, Section GG and HH respectively.

21. The Condominium Smoking Policy:

(a) The Tower Section of the Condominium is subject to the Condominium Smoking Policy that the Base Board of Managers of the Condominium has adopted in compliance with the City of New York Administrative Code § 17-506.1. et al (Local Law 147) and the New York State Department of Law regulations, and shall be in effect when Condominium Building is constructed and upon commencement of the condominium operation

(b) Pursuant to the condominium smoking policy, smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium: (1) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access; (2) all indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access; (3) all limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant; and (4) all outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen(15) feet of the entrance and/or exit of, walk or

path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(c) The condominium smoking policy is a material term of the Offering Plan and is incorporated into and form part of the Tower Unit Purchase Agreement, the Interim Lease and the Tower Section By-Laws. It must be incorporated into any agreement to rent a Tower Unit or part thereof.

(d) The condominium smoking policy will be applicable to all Tower Unit Owners, Tenants, the invitees as well as any other person on the premises.

SECTION U REAL ESTATE TAXES

1. Assessment for Individual Tax Lots

(a) The Sponsor will obtain individual tax lot for each Tower Unit. After the Tower Units are separately assessed, each Tower Unit will be taxed as a separate tax lot for real estate tax purposes and the Tower Unit Owner will not be responsible for the payment of, nor will the Tower Unit be subjected to any lien arising from the non-payment of taxes on other Tower Units.

(b) (i) If Tower Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Tower Unit, unless such real estate taxes have been paid prior to or upon closing, Sponsor will place in a special escrow account with its attorneys or a proper third party, in the name of the Tower Section Board, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six (6) month period following the first closing. The Tower Section Board will pay the real estate taxes from the escrow account when taxes are due and payable and Sponsor, as funder of the escrow account, will be entitled to reimbursement from Tower Unit owners to the extent of actual assessment.

(ii) Furthermore, until Tower Units have been separately assessed, all post-closing amendments will disclose the amount of the funds deposited in the escrow for the payment of the real estate taxes.

(c) There is no provision in the By-Laws or the Tower Section By-Laws applicable to the Real Estate Tax assessments. Once each condominium unit receives individual tax lot, each Tower Unit will be assessed and taxed separately (See Section T "Rights and Obligations of the Tower Unit Owners and the Tower Section Board of Managers" Subsection 17(d) in Part I of the Offering Plan for reference, if a Tower Unit Owner desires to authorize the Tower Section Board to initiate proceedings under Sections 512 and 704 of the Real Property Tax Law on his/her behalf).

2. Residential Unit(s):

(a) The Condominium consists of a residential portion, which is located on the second (2nd) floor through fifth (5th) floor.

(b) The Tower Unit Owner(s) will be responsible for the real estate taxes against their respective Tower Units and Sponsor shall not be liable for any portion thereof, except to the extent that it is the owner of any unsold Tower Units.

(c) The estimated real property tax for the residential portion of the Condominium Building (still under construction) for 2024/2025 tax year is estimated to be $167,779.00. The calculation is made by multiplying the estimated assessed value of the residential portion of the Condominium property in the tax year of 2023/2024 (i.e.,

$1,361,294.00) by the projected then current Class 2 tax rate of 12.325% for the Residential Unit(s).

3. Commercial/Community Facility Unit(s):

(a) The Condominium consists of a non-residential portion, or commercial/ community facility portion, including community facility units, parking lot unit and tenant storage units, which are located on the cellar and first (1st) floor.

(b) The Commercial/Community Facility Unit Owner(s) will be responsible for the real estate taxes against their respective Tower Units and Sponsor shall not be liable for any portion thereof, except to the extent that it is the owner of any unsold Tower Unit(s).

(c) The real property tax for the non-residential portion of the Condominium Building (still under construction) for tax year of 2024/2025 (See Section V "Opinion(s) of Counsel on Real Estate Taxes and Tax Exemption" in Part I of the Offering Plan for definition) is estimated to be $82,141.00. The calculation is made by multiplying the estimated assessed value of the non-residential portion of the Condominium property (still under construction) in the tax year of 2024/2025 (i.e., $761,694.00) by the projected then current tax rate for Class 4 of 10.784% for such non-residential portion of the Condominium Building.

4. The estimated real estate taxes for tax year of 2025/2026 are considered to remain about the same (without material changes) as those for tax year of 2024/2025 for both residential and non-residential portions while the Condominium building is still under construction.

5. Real Estate Taxes After Full Assessment

(a) Prospective purchasers are advised that the estimated assessed value of the Condominium in Subsections 2 and 3 above reflects the assessment for the first year Condominium operation while the Condominium Building is under construction, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) after construction is complete for the following tax year (i.e., tax year of 2026/2027), commencing from July 1, 2026.

(b) (i) The projected real estate taxes for the residential portion of the Condominium for tax year of 2026/2027, after the full valuation of the building has been reassessed, is estimated to be around $181,202.00 The calculation is made by multiplying the estimated assessed value of the residential portion of the Condominium property in the tax year of 2026/2027 ($1,470,197.00) by the projected then current Class 2 tax rate of 12.325% (assuming the tax rate remains unchanged) for the Residential Units.

(ii) The projected real estate taxes for the non-residential portion of the

Condominium for tax year of 2026/2027 after the full valuation of the building has been reassessed is estimated to be around $88,712.00. The calculation is made by multiplying the estimated assessed value of the non-residential portion of the Condominium property in the tax year of 2026/2027 ($822,630.00) by the projected then current Class 4 tax rate of 10.784% (assuming the tax rate remains unchanged) for the such non-residential portion of the Condominium property.

6. Nature of Estimated Assessment

Prospective purchasers are advised that the City of New York has not actually assessed the Tower Units in the Condominium. The estimates of projected real estate taxes in the Offering Plan have been prepared by Sponsor's experts and cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available to the Sponsor's experts at this time. The tax assessment for each Tower Unit may be allocated on a basis that differs from the allocation of common interests (13NYCRR 20.3(x)(2)).

7. Expenses on Income Taxes

As the non-residential portion will be subdivided into individual lots and separately owned, the Condominium do not expect any significant expenses on income taxes, unless the common charges and assessments that the Condominium collects exceed the amount of costs and expenses associated with the Condominium operation.

HOWEVER, NEITHER SPONSOR, ANY COUNSEL TO SPONSOR, THE MANAGING AGENT, THE SELLING AGENT OR ANY OTHER PERSON, MAKES ANY WARRANTY AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX WHICH WILL BE ASSESSED AGAINST THE CONDOMINIUM UNITS OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY A TOWER UNIT OWNER.

8. No Tax Certiorari Proceedings

There are no tax certiorari proceedings are pending for the Condominium property.

9. Section 528

Sponsor's attorney has opined that the Condominium will not be able to make an election under Section 528 of the Internal Revenue Code (See Section V "Opinion(s) of Counsel on Real Estate Taxes and Tax Exemption" in Part I of the Offering Plan.)

10. 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. 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 Section V "Opinion(s) of Counsel" Subsection 1 in Part I of the Offering Plan).

LAWRENCE LIXIN YANG, P.C.
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October 28, 2022

SECTION V

OPINION OF COUNSEL
ON REAL ESTATE TAXES AND TAX EXEMPTION

Top One Development LLC
3050A Whitestone Expressway, A106
Flushing, New York 11354

Re: The Tower Units at Harvest Plaza Condominium
163-07 72nd Avenue
Fresh Meadows, New York 11365

Dear Sir/Madam:

We have reviewed your Offering Plan including schedules, exhibits and documents for the Condominium known as The Tower Units at Harvest Plaza Condominium.

We have now been asked to render an opinion on (1) Tax Deduction on Real Estate Taxes; (2) Condominium Income Taxes; (3) Section 528 Tax Exemption; (4) Condominium Common Interest Assignment with regard to the Tower Unit Owners as well as for said Condominium; and (5) make an estimate of real estate taxes of the Condominium during the first year's condominium operation and after completion of construction.

In rendering this opinion, we have examined relevant documents including the Declaration of Condominium, Schedule A and Schedule B, the By-Laws and the Tower Section By-Laws. During this examination we have assumed the authenticity of all documents and the genuineness of all signatures. We have also considered applicable provisions of the Internal Revenue Code, as amended under Tax Cuts and Jobs Act (Hereinafter the "TCJA"), which came into effect on January 1, 2018, and the Tax Laws of the State of New York. We are familiar with the tax assessment practices of NYC Department of Finance (the "DOF"), the locality in which the property is located and have considered such tax assessment practices as applicable to the subject condominium.

1. Tax Deduction on Real Estate Taxes

The Purchaser of a Tower Unit at The Tower Units At Harvest Plaza Condominium will receive a legal title in fee simple to a Condominium Unit as well as ownership of an undivided interest in the common elements and in the limited common elements appurtenant to his/her/its Unit. As an owner in fee simple, the Purchaser has the right to take out a separate mortgage as well as the obligation to pay property taxes on his/her/its individual Tower Unit.

However, the new TCJA provides that (i), for the tax years between 2018 through 2025, interest that can be deducted from an individual's federal income taxes will be limited to the amount that he/she will have paid on the home acquisition indebtedness not exceeding $750,000.00. (26 U.S.C.§163(h)(3)(Γ)(i)(II)); and (ii) for the tax years between 2018 through 2025, individual deductions from federal tax income on the amount that he/she has paid as state, local real property taxes and personal property taxes shall not exceed $10,000.00 (26 U.S.C.§164(b)(6)(B)).

Therefore, it is our opinion that at the present time the owner of a Residential Condominium Unit of The Tower Units At Harvest Plaza Condominium may deduct from his/her/its federal income taxes all interest payments made on the mortgage indebtedness and real estate taxes in the year paid or accrued covering his/her/its Condominium Unit to the extent that are allowed under the new TCJA. It is to be noted that for federal income tax purposes, should an owner not use his/her/its Condominium Unit as a personal residence, but rather as an investment, he may be subject to overall limitations on the deductibility of investment interest.

2. Condominium Income Taxes

Although Condominiums are considered taxable entities under the rulings of the Internal Revenue Service, receipts from capital or special assessment may not be taxable assuming these assessments are properly designated and treated as trust funds. Under these circumstances the Condominium would not be subject to any significant taxable income from receipt of such trust funds other than possible investment income such as interest earned on the funds deposited in local banks.

3. Section 528 Tax Exemption

Section 528 of the Internal Revenue Code provides that a "Condominium Management Association" could elect to be exempt from federal taxes on income from membership fees, dues and assessments from Unit Owners, if the Condominium can satisfy the following requirements: (a) Substantially all of the Condominium Units (or at least eighty-five (85%) of the total square footage of all units within the project) must be used as residences; (b) ninety percent (90%) or more of its expenditures must be for the purposes of acquiring, constructing, managing, maintaining and caring for the Condominium property; (c) sixty percent (60%) or more of its gross income must consist of membership dues, fees and assessments; and (d) no part of the Condominium's net

earnings may inure to the benefit of any private shareholder or individual.

Based on the information provided to us in the Offering Plan, we opine that the Condominium as currently constructed will not likely to satisfy the Section 528 criteria because less than eighty-five percent (85%) of the total square footage of all units within the project will be used as residences, and therefore the Condominium will not likely to meet the criteria to elect eligibility under Section 528. (13 N.Y.C.R.R. § 20.3(y)(2))

4. Condominium Common Interest Assignment

The percentage interest of each unit in the common elements shown in Schedule A of the Offering Plan is assigned so that such interest for each of the units is in approximate proportion that the fair value of the unit at the date of declaration bears to the aggregate fair value of all the units. In the case of The Tower Units at Harvest Plaza Condominium, the fair value is based on the calculations of the values of the salable square footage provided by the Sponsor's architect. In our opinion, this method of assigning the percentage of common interest to each unit is in compliance with Real Property Law Section 339-I(1)(i). This opinion is based on other expert factual determinations as required by 13 NYCRR §20.3(i) (See Section H(a) in Part I of the Offering Plan for a copy of the letter by Grand Development Realty LLC, dated as of October 27, 2022). (13 N.Y.C.R.R. § 20.3(y)(5))

5. Estimated Real Estate Taxes

(a) (i) The Condominium consists of a residential portion, or Residential Units, which are located on the second (2nd) floor through fifth (5th) floor, and a non-residential portion, or commercial/ community facility portion, which is located on the cellar through first (1st) floor of the building.

To approximate the real estate taxes that will be due on the proposed residential portion of the building for 2024/2025 tax year, the following formula applies: Take the estimated assessed value of residential portion of the building, i.e., $1,361,294.00, and multiply this estimated assessed value by the estimated then current Class 2 tax rate of 12.325% for the residential portion. The estimated real estate taxes for the residential portion of the building will approximately be about $167,779.00.

To approximate the real estate taxes that will be due on the proposed non-residential portion of the building for 2024/2025 tax year, the following formula applies: Take the estimated assessed value of non-residential portion of the building, i.e., $761,694.00, and multiply this estimated assessed value by the estimated then current Class 4 tax rate of 10.784% for the non-residential portion. The estimated real estate taxes for the non-residential portion of the building will approximately be about $82,141.00.

(ii) Purchasers are advised that the estimated assessed value of the Condominium in paragraph (a)(i) above reflects the assessment for the first year

Condominium operation while the Condominium Building is under construction, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) after construction is complete for the following tax year (i.e., tax year of 2026/2027), commencing from July 1, 2026.

To approximate the real estate taxes that will be due on the proposed residential portion of the building for 2026/2027 tax year, the following formula applies: Take the estimated assessed value of residential portion of the building, i.e., $1,470,197.00, and multiply this estimated assessed value by the estimated then current Class 2 tax rate of 12.325% (assuming the tax rate remains unchanged) for the residential portion. The estimated real estate taxes for the residential portion of the building will approximately be about $181,202.00.

To approximate the real estate taxes that will be due on the proposed non-residential portion of the building for 2026/2027 tax year, the following formula applies: Take the estimated assessed value of non-residential portion of the building, i.e., $822,630.00, and multiply this estimated assessed value by the estimated then current Class 4 tax rate of 10.784% (assuming the tax rate remains unchanged) for the non-residential portion. The estimated real estate taxes for the non-residential portion of the building will approximately be about $88,712.00.

Note: The estimated real estate taxes for tax year of 2025/2026 are considered to remain about the same (without material changes) as those for tax year of 2024/2025 for both residential and non-residential portions while the Condominium building is still under construction.

(b) The Sponsor will obtain individual tax lot for each Condominium Unit. After the Tower Units are separately assessed, each Tower Unit will be taxed as a separate tax lot for real estate tax purposes and the Tower Unit Owner will not be responsible for the payment of, nor will the Tower Unit be subjected to any lien arising from the non-payment of taxes on other Tower Units. The actual real estate taxes payable by each Tower Unit will be based on the percentage of common interest of each Tower Unit in the condominium building.

Prospective purchasers are advised that the DOF has not actually assessed the Tower Units in the Condominium. The estimates of real estate taxes cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available to counsel at this time. The tax assessment for each Tower Unit may be allocated on a basis that differs from the allocation of common interests.

COUNSEL MAKES NO WARRANTY AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX WHICH WILL BE ASSESSED AGAINST THE CONDOMINIUM UNITS OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY A TOWER UNIT OWNER.

IN OUR OPINION, THE RESIDENTIAL UNITS' OWNERS IN THE CONDOMINIUM WILL BE ELIGIBLE FOR THE REAL ESTATE TAX DEDUCTIONS, TAX TREATMENT AND EXEMPTION DESCRIBED IN SUBSECTIONS (1) THROUGH (3) ABOVE. THE TAX BENEFITS UNDER SUBSECTIONS (1) THROUGH (2) WILL LIKELY BE AVAILABLE TO UNITS' OWNERS DURING THE FIRST YEAR OF CONDOMINIUM OPERATION. HOWEVER, OUR OPINION IN THE PROCEEDING PARAGRAPHS IS NOT A GUARANTEE; IT IS BASED ON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCE CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASES THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE BOARD OF MANAGERS OF THE CONDOMINIUM, THE SELLING AGENT OR ANY OTHER PERSON BE LIABLE IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION OR IF THERE ARE CHANGES IN THE APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR INTERNAL REVENUE SERVICE RULINGS ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO COMMENCE OR CEASE TO MEET THE REQUIREMENTS OF SECTION 528 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE TCJA, OR THE NEW YORK STATE TAX LAW, AS AMENDED, AND CAUSE THE UNIT OWNERS NOT TO BE ENTITLED TO INCOME TAX DEDUCTIONS, OR WHICH CAUSE UNIT OWNERS NOT TO BE OR CEASE TO BE ENTITLED TO THE BENEFITS OR THE LEVEL OR DURATION OF BENEFITS DESCRIBED ABOVE.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

Lawrence Lixin Yang, P.C.

Lawrence Yang

Lawrence (Lixin) Yang, Esq.

SECTION W RESERVE FUND

1. (a) Under the provisions of the Tower Section By-Laws, the Tower Section Board has the right to establish a Reserve Fund for the future replacement of or additions to the common elements.

(b) In case additional funds are required to finance needed capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, the Tower Section Board may make assessment against each condominium unit, borrow money from an institutional lender on behalf of the Tower Unit Owners to finance such needed capital expenditures, and/or utilizes other means available to the Tower Section Board under the Tower Section By-Laws (13 NYCRR § 20.3 (z) (5)).

2. The Tower Section Board shall fix and determine the sums necessary to maintain the Reserve Fund. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserve item.

3. There is no Reserve Fund in the current budget set forth in Section G, Schedule B, nor does it include any Reserve Fund for major capital improvements.

4. Any Reserve Fund, if established, may not be used to reduce projected common charges while Sponsor is in control of the Tower Section Board.

5. A reserve fund, when established, may be used only for capital expenditures (13 NYCRR 20.3(z)).

6. Prospective purchasers are advised that currently Sponsor controlled Tower Section Board of Managers does not intend to establish a Reserve Fund.

SECTION X WORKING CAPITAL FUND

1. At the time of closing each Purchaser shall contribute one (1) month's common charges to the Tower Section Condominium's Working Capital Fund. This contribution shall not be credited against the purchase price as regular assessments. This is the one-time contribution until further assessments are made by the Tower Section Board of Managers in the future.

2. (a) The Working Capital Fund shall be set aside and used for the start-up operation of the Tower Section of the Condominium building, while each Tower Unit owner, including Sponsor, shall commence payment of monthly common charges allocated to his/her/its Tower Unit, the amount of which is provided in Schedule A of this Plan, as soon as the Tower Section of the condominium operation starts upon closing of the 1st Tower Unit.

(b) The Working Capital Fund may not be used to reduce projected common charges in the Plan while Sponsor is in control of the Tower Section Board.

3. Any budget item that has to be paid before the sale of the first Tower Unit, e.g., insurance, shall be paid for by Sponsor and Sponsor shall be entitled to a pro-rata re-imbursement from Purchasers during the first year of condominium operation from the common charges as each Tower Unit is sold.

4. (a) Closing adjustments between the Sponsor and the Tower Section Board of Managers, if any, may be deducted only from the Working Capital Fund. The net closing adjustments, if in favor of the Sponsor, are to be paid from the Working Capital Fund contributed by Purchasers at closing.

(b) However, Sponsor does not anticipate any adjustments for prepaid expenses between the Sponsor and the Tower Section Board at closing.

(c) Regardless of the amount of closing adjustments between Sponsor and the Tower Section Board, Purchasers shall pay a minimum Working Capital Fund, which equals one (1) month's common charges, into the account of the Tower Section Board as provided in Paragraph 1 above.

5. (a) No representation is made that the Working Capital Fund will be sufficient to cover current or future expenses, including repair of the common elements, or other purposes as determined by the Tower Section Board and its agents in their discretion.

(b) In case additional funds are required to finance needed capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, the Tower Section Board may make assessment against each condominium unit, borrow money from an institutional lender on behalf of the Tower Unit Owners to finance such needed capital expenditures, and/or utilizes other means available to the Tower Section Board under the Tower Section By-Laws.

(c) Except as set forth above no Working Capital Fund has been provided for.

NEITHER THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK NOR ANY OTHER GOVERNMENTAL AGENCY HAS MADE ANY JUDGMENT AS TO THE ADEQUACY OF ANY WORKING CAPITAL FUND BUDGET ITEM.

SECTION Y

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

1. (a) The Tower Section Board of Managers will enter into a Management Agreement with Sponsor (Hereinafter the "Managing Agent"). The Agreement will be for a term commencing upon the date of the conveyance of the first Tower Unit and expiring two (2) years thereafter, at an annual fee of $6,749.00 payable in equal monthly installments. The management fee to be collected by the sponsor is about five percent (5%) of the total common charges. The projected cost for management of the condominium is neither greater than nor substantially less than the prevailing cost (ranging from four percent (4%) to twelve percent (12%)) which would be charged for such services. 13 NYCRR §20.3 (h)(4)(ix). SUCH MANAGEMENT AGREEMENT WITH THE SPONSOR SHALL NOT BE CANCELLED FOR ONE (1) YEAR. After one (1) year, it may be cancelled by either party upon sixty (60) days written notice with or without cause (13 NYCRR 20.3 (aa)(1)(vii).) The Managing Agent will be obligated to bill and collect common charges, hire and fire employees, supervise alterations and repairs, maintain the Condominium's books and records, advise the Board of Managers regarding its proposed annual budget, purchase supplies for the Condominium and generally perform the duties of a managing agent for condominium. In performing these duties, the managing agent may engage contractors on behalf of the Board of Managers for the purpose of carrying out the maintenance and repair of the common elements.

(b) Although the Managing Agent is affiliated with the sponsor, it shall nevertheless have a fiduciary duty to the Tower Section of the condominium.

2. The Tower Section Board shall reimburse the Managing Agent for its costs and expenses incurred and indemnify the Managing Agent against any liabilities for the acts properly performed pursuant to the Agreement.

3. Luo Jie Chen, having a business address at 3050A Whitestone Expressway, A106, Flushing, New York 11354, will be the officer(s) of the Managing Agent.

4. Until such time as commencement of the Tower Section of the condominium, Sponsor reserves the right to designate another person or entity as managing agent as per the terms set forth above as well as the right to enter into any new service or concession contracts or to renew or replace any such contract which may expire for the services described in Schedule B to this Plan.

5. No such contract, however, will be for a term expiring more than two (2) years after commencement of the Tower Section of the condominium, unless it provides for a cancellation thereafter upon ninety (90)-day written notice. Sponsor will endeavor to obtain all such new, renewal and replacement contracts on a competitive cost basis.

6. The Management Agreement is not assignable by the agent unless the Managing Agent is the Sponsor.

7. Other than the Management Agreement that the Tower Section Board will enter into with the Managing Agent (Sponsor) with major terms as described in Subsections 1 and 2 above, the Sponsor has not entered into any agreements that will be binding on the Tower Section of the condominium (13 NYCRR § 20.3(aa)(2)).

SECTION Z IDENTITY OF PARTIES

1. Sponsor

(a) (i) The Sponsor, Top One Development LLC, is a New York limited liability company with an office at 3050A Whitestone Expressway, A106, Flushing, New York 11354. It has not engaged in any business other than constructing the subject Building, and Harvest Plaza Tower Condominium is the Sponsor's first condominium development.

(ii) The Sponsor's principal(s) consist of only one (1) individual: Luo Jie Chen, who has a business address at 3050A Whitestone Expressway, A106, Flushing, New York 11354. The principal has experience in running business and make investment in real estate. Mr Chen is the manager for Great Stone General Construction Corp., a company specializing in construction of real estate. Mr Chen is Managing Member of the Sponsor. He is currently actively participating in the development of the subject condominium.

(iii) Neither Sponsor nor its principals have ever had any prior felony convictions. There have not been any prior bankruptcies, convictions, injunctions and judgments against Sponsor, any principal of Sponsor, or entities in which the principals of Sponsor were principals, that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed Offering Plan. Luo Jie Chen is an individual who owns or controls a ten percent (10%) or more equity interest in the sponsor.

(13 NYCRR§20.3(ab) (1))

(b) (i) Neither sponsor nor any affiliates of sponsor have participated in any other real estate syndications including condominium and cooperative projects, or planned unit development homes, or time shares which were offered within the past five (5) years.

(ii) Neither sponsor's principals nor any affiliates of sponsor's principals have participated in any real estate syndications including condominium and cooperative projects, or planned unit development homes, or time shares which were offered within the past five (5) years.

(13 NYCRR§20.3(ab) (2))

(c) Other than the subject Building, the sponsor, general partner or principal of the sponsor, or the holder of unsold shares, does not own ten (10) percent or more of the unsold shares or units as an individual, general partner or principal, in any cooperative, condominium or homeowners association. (13 NYCRR §20.3(ab)(3))

2. Sponsor's Attorney

Sponsor has retained Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354 to represent it in connection with the Plan. Lawrence (Lixin) Yang, Esq. prepared the Plan, the Declaration, the By-Laws and the forms of Tower Unit Purchase Agreement, Condominium Tower Unit Deed for the Tower Units and Condominium Tower Unit Power of Attorney and has also rendered an opinion with respect to the availability of income tax deduction to purchasers of Tower Units. Sponsor will be represented by Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354 for contract and closing of the units. Lawrence Lixin Yang, P.C. will be the escrow agent for the Purchaser's deposits. Sponsor's attorney has no relationship with the Sponsor. 13 NYCRR§20.3(ab) (4).

3. Architect/Professional Engineer

(a) The Description of the Property and Specifications included in the Offering Plan as Section EE and the certifications of such report in the Plan as Section II, were prepared by Anthony Ng, Registered Architect, of Angelo Ng + Anthony Ng Architects Studio, P.C. with office at 61-10 182nd Street, 2 Floor, Fresh Meadows, NY 11365.

(b) Sponsor's architect has no relationship with the Sponsor. (13 NYCRR §20.3(ab) (7).)

4. Managing Agent

(a) The Sponsor, Top One Development LLC will be the Managing Agent. Prospective purchasers are advised that the Managing Agent does not have experience in managing condominium buildings.

(b) (i) There are no prior felony convictions of the managing agent or any principals of the managing agent; or

(ii) Any prior convictions, injunctions and judgments against the managing agent or any principal of the managing agent that may be material to the offering plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the proposed offering plan.

(13 NYCRR§20.3(ab) (5))

5. Selling Agent

(a) The Sponsor will also act as the Selling Agent for the Condominium. Neither Sponsor nor the principal of the Sponsor, Mr. Luo Jie Chen, does not have experience in selling real estate.

(b) (i) There are no prior felony convictions of the managing agent or any

principals of the managing agent; or

(ii) Any prior convictions, injunctions and judgments against the managing agent or any principal of the managing agent that may be material to the offering plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the proposed offering plan.

(13 NYCRR §20.3(ab) (6))

6. As stated above, (a) the Sponsor will be the Selling Agent and Managing Agent of the condominium and the principal(s) will be the principal(s) of the Selling Agent and Managing Agent of the condominium; (b) the Sponsor and its principal(s) have no relationship with the architect/professional engineer who provided the Description of the Property and Specifications and the certifications of such report in the Plan; and(c) except that Sponsor will enter into a Management Agreement with the Tower Section Board of Managers for the management of the Tower Section, the Sponsor or its principal(s) does not have any relationship with any person or firm who will provide services to the condominium subsequent to the commencement of condominium operation (13 NYCRR§20.3(ab) (8)).

SECTION A (a) REPORTS TO TOWER UNIT OWNERS

1. Reports to Tower Unit Owners

(a) It is the obligations of the Tower Section Board of the Condominium to give all Tower Unit Owners annually:

(i) A financial statement of the Tower Section prepared by a certified public accountant or public accountant within three (3) months after the end of the fiscal year; such statement shall be certified while Sponsor is in control of the Tower Section Board;

(ii) Thirty (30)-day prior written notice of the annual Tower Unit Owners' meeting; and

(iii) A copy of the proposed annual budget of the Tower Section at least thirty (30) days prior to the date set for adoption thereof by the Tower Section Board of Managers; while Sponsor is in control of the Tower Section Board such budget shall be certified for adequacy by expert in compliance with 13 NYCRR §20.4(d).

SECTION A (b) DOCUMENTS ON FILE

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 Sponsor's office located at 3050A Whitestone Expressway, A106, Flushing, New York 11354, or a location as Sponsor may designate from time to time, for six (6) years from the date of closing of title to the first Tower Unit. Sponsor shall deliver to the Tower Section Board of Managers a copy of all documents filed with the appropriate recording office upon closing of title to the first Tower Unit.

SECTION A (c) GENERAL

1. There are no law suits, administrative or other proceedings pending against Sponsor which may materially affect the offering, the property, Sponsor's capacity to perform all of its obligations under this Plan, the Tower Section of the Condominium or the operation of the Tower Section.

2. The property has not been the subject of any other prior public offering.

3. In accordance with the Laws of the State of New York, Sponsor represents that Sponsor will not discriminate against any person because of marital status, disability, race, creed, color, national origin, sex or ancestry in the sale of Tower Units offered by this Plan or in the leasing of any Tower Units.

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

(b) This Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which materially adversely affects Purchasers, then anyone who has theretofore executed a Tower Unit Purchase Agreement shall be given not less than thirty (30) days after a copy of duly filed amendment is mailed or otherwise delivered to them by written notice to Sponsor to cancel the Tower Unit Purchase Agreement and to obtain a refund in full, of the down payment made therewith.

5. No contracts or agreements have been entered into and no deposits or advances of funds accepted by Sponsor as of the date the Plan is accepted for filing by the Department of Law.

6. All of the Tower Unit Units offered in the Plan are vacant and free of tenancies as of the date of submission of the Plan to the Department of Law.

7. The Offering Plan sets forth all the material terms of the offer (13 NYCRR§20.3(d)(1).)

SECTION A (d)

SPONSOR'S STATEMENT OF BUILDING CONDITION

1. The Sponsor adopts the "Description of Property and Specifications" set forth in Section EE of Part II of the Plan prepared by Anthony Ng, Registered Architect, of Angelo Ng + Anthony Ng Architects Studio, PC. with office at 61-10 182nd Street, 2 Floor, Fresh Meadows, NY 11365. Sponsor has no knowledge of any material defects or need for major repairs to the property except as set forth in the "Description of Property and Specifications".

2. Inasmuch as the building is newly constructed, there is no official inspection report available reflecting upon conditions of the premises such as notices violations or reports required by local law. In compliance with the federal law, lead-based paint is not used for the construction of the building.

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

Dated: Queens, New York
October 26, 2023

Sponsor

Top One Development LLC

SECTION A (e) PARKING LOT UNIT

1. This Tower Section of the Condominium contains one (1) valet parking lot unit for residential use. (Hereinafter the "Parking Lot Unit"). The Parking Lot Unit contains 15 valet parking spaces, the use of which is to be shared with Unit R1 pursuant to the zoning code. It is located on the cellar floor in the Building.

2. Prospective purchasers are advised that, the Parking Lot Unit will consist of one tax lot and the valet parking spaces will not be separately subdivided into individual tax lots. There will not be any deeded individual parking spaces.

3. (a) Sponsor will rent parking spaces to Tower Unit Owners or their tenants (as well as tenants of Unit R1) on a monthly basis and on a first come first served basis. Sponsor may also rent parking spaces to non-unit owners for periods of not less than one week and not more than one month. All parking spaces shall be made available to Unit Owners within 30 days after a written request made to the sponsor by such Unit Owners.

(b) If the Sponsor decides to license the parking spaces in the future, Sponsor will file an amendment to the Offering Plan to make disclosure as necessary.

4. Sponsor, as Tower Unit Owner of the Parking Lot Unit, will bear the costs and expenses to employ one or more attendants to provide service required for valet parking.

5. The common charges payable by the Parking Lot Unit owner are sufficient to cover the expenses fairly attributable to such unit.

6. The Parking Lot Unit is offered for sale. Purchaser, the successor or grantee of the Parking Lot Unit shall covenant to lease or rent parking spaces to Tower Unit Owners or their tenants on a first-come, first-served basis before it can rent parking spaces to non-Unit Owners.

7. Parking Lot Unit owner does not have any rights or obligations which differ from those of the residential unit owners.

8. New York State has passed a new law requiring Condo Boards to adhere to parking garage inspections at a regular schedule, similar to FISP. NYC has begun to implement it. The filing cycle for the Borough of Queens, where the Tower Section property is located, will start on January 1, 2026. The Tower Section Board of the condominium will comply as required. (See 1 RCNY §103-13 and 19 NYCRR Parts 1202, 1203, 1204).

9. Parking spaces in a multiple dwelling should conform to Multiple Dwelling Law § 60, which provides, inter alia, that "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 of 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 such 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."

(See N.Y. Mult. Dwell Law § 60.)

PART II

SECTION AA

TOWER UNIT PURCHASE AGREEMENT

Top One Development LLC

Sponsor/Seller

to

Purchaser

Unit No.

The Tower Units At Harvest Plaza Condominium
163-07 72nd Avenue
Fresh Meadows, New York 11365

The Tower Units At Harvest Plaza Condominium

Unit No. _____
163-07 72nd Avenue
Fresh Meadows, New York 11365

THIS TOWER UNIT PURCHASE AGREEMENT (Hereinafter the "Agreement") is made as of _____, 2023, between Top One Development LLC, a New York limited liability company with an office at 3050A Whitestone Expressway, A106, Flushing, New York 11354 (Hereinafter the "Sponsor/Seller") and _____, having an address at _____ _____ (Hereinafter the "Purchaser").

W I T N E S S E T H

1. Purchase Price.

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

(i) $ _____, constituting a down payment in the amount of ten percent (10%) of the Purchase Price upon execution of this Agreement by check (subject to collection), receipt of which is hereby acknowledged; and

(ii) $ _____, constituting the balance of the Purchase Price, in cash or good certified check of Purchaser or official bank check, on the delivery of the deed as hereinafter provided (subject to the provisions of subsection 1(b) hereof).

(b) All checks shall be drawn on a New York bank or trust company which is a member of the New York Clearing House Association. All checks in payment of the portion of the Purchase Price referred to in subsection 1(a)(i) hereof shall be made payable to the order of "Lawrence Lixin Yang, P.C. As Attorney" and all checks in payment of the portion of the Purchase Price referred to in subsection 1(a)(ii) hereof shall be made payable to the direct order of the Sponsor/Seller.

(c) Any portion of the Purchase Price to be loaned by a bank, trust company or other lending institution may be paid on the Closing Date (as hereinafter defined), provided the Sponsor/Seller shall have been furnished with a copy of a written mortgage loan commitment accepted by Purchaser from such bank, trust company or other lending institution for such portion of the Purchase Price as is being borrowed, on or before the date such portion of the Purchase Price would otherwise have been due under subsection 1(a) hereof.

2. The Offering Plan and Provision of Conflicts.

(a) Purchaser acknowledges having received and read a copy of the Offering

Plan for the Tower Section of the condominium ownership of the premises located at 163-07 72nd Avenue, Unit No. __, Fresh Meadows, New York and all amendments thereto filed with the Department of Law of the State of New York (Hereinafter the "Plan") within a seventy-two (72) hour period immediately preceding the execution of this Agreement by Purchaser. The Plan is incorporated hereby by reference and made a part hereof with the same force and effect as if set forth at length.

(b) In the event of any inconsistency between the terms of the Plan and those of this Agreement, the terms of the Plan shall control. (13 NYCRR § 20.3(o)(19))

3. Definitions.

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

4. Architectural Plans.

Purchaser has been given an opportunity to examine the architectural plans and specifications for the above-numbered Tower Unit and for the building in which it is located (Hereinafter the "Building"), prepared by Anthony Ng, Registered Architect, of Angelo Ng + Anthony Ng Architects Studio, PC. with office at 61-10 182nd Street, 2 Floor, Fresh Meadows, NY 11365. (Hereinafter the "Architect").

5. Construction.

The construction of the building and Tower Unit and the materials, equipment and fixtures installed therein shall be substantially in accordance with the plan and the Architectural Plans and specifications as said plans and specifications are modified or amended as provided in the plan. The issuance of a Final Certificate of Occupancy for entire Building shall be deemed presumptive evidence that the Building has been fully completed in accordance with the plans and specifications.

6. The Tower Unit.

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

7. Closing.

(a) The closing of title shall take place on no less than thirty (30) days' written notice to Purchaser's Attorney at such place as Sponsor/Seller may designate, at an hour and on a date (Hereinafter the "Closing Date") to be specified by Sponsor/Seller.

Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser's Attorney that the Plan has been declared effective (unless Purchaser and Sponsor/Seller shall agree on an earlier Closing Date). The closing of title may be adjourned to such later date as the parties may agree upon in writing, or otherwise as set forth in the following Subsection, and such adjourned date shall then be deemed the Closing Date hereunder. Purchaser shall be entitled to one (1) reasonable adjournment of up to fifteen (15) days, on five (5) days written notice by Purchaser to Sponsor/Seller.

(b) Intentionally deleted.

(c) The Sponsor anticipates that the first closing of the Tower Unit will occur on or about July 1, 2024. Purchasers will be offered a right of rescission if the actual date of closing of title to the first Tower Unit occurs later than July 1, 2025, i.e., twelve (12) months after the projected date for the closing of title to the first Tower Unit. If the Plan is amended to provide a later projected date for the first closing, purchasers who enter into purchase agreements after the amendment is accepted for filing will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date.

(d) Purchasers should note that even if the first closing occurs before June 30, 2025 (or such other date projected as the date of commencement of the operation at the time the Agreement was entered into), or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that sponsor is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A TOWER UNIT.

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

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

(b) At the closing of title, and simultaneously with the delivery of the Deed conveying the Tower Unit to Purchaser, Purchaser shall execute and acknowledge a Tower Unit Owner Power of Attorney to the Base Board and the Tower Section Board prepared by Sponsor/Seller and substantially in the form set forth in Part II of the Offering Plan (Hereinafter the "Power of Attorney").

(c) The Deed and Power of Attorney to the Base Board and the Tower Section Board shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor/Seller's Attorney) for recording in the Office of the City Register of the City of New York (Hereinafter the "City Register's Office"). After being recorded, the Deed shall be returned to Purchaser and the Power of Attorney shall be sent to the Base Board and the Tower Section Board.

9. Marketable Title.

At the closing of title, Sponsor/Seller shall convey to Purchaser good and marketable title in fee simple, free and clear of all encumbrances other than those set forth in Exhibit A hereto annexed, which has been made a part hereof, and mortgages, if any, covering the Tower Unit, which Purchaser assumes. Any encumbrances to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered to the proper party together with the recording or filing fees or (b) Liberty Land Abstract, Inc., or any other reputable title insurance company will insure Purchaser that it will not be collected out of the Tower Unit if it is a lien, or will not be enforced against the Tower Unit if it is not a lien.

10. Expenses of Closing and Closing Adjustments.

(a) Purchaser will pay the closing costs and expenses referred to in Section P of the Plan (as same may be amended from time to time) entitled "Tower Unit Closing Costs and Adjustments", including, without limitation, the New York State Real Estate Transfer Tax and the New York City Real Property transfer taxes, the amount of any credit for mortgage recording tax, if applicable, and legal fees and charges for Sponsor/Seller's attorney (see this Subsection 10 (b) and (c) below). Purchaser shall make the contribution to the working capital of the Condominium referred to in said Section. Real estate taxes and common charges and expenses shall be adjusted between Sponsor/Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Sponsor/Seller in excess of $1,000.00 will be paid by certified check or bank check.

(b) The following closing fees will be charged by the attorney for Sponsor/Seller in connection with the closing of title to the Tower Unit(s):

(i) Attorney Fee. A closing fee in the amount of (x) $1,500.00 for a residential unit, (y) $2,000.00 for a commercial/community facility unit, or (z) $1,500.00 for (i) a parking lot/space unit, or (ii) a tenant storage unit, if carried out as an independent transaction, will be charged by the attorney for Sponsor in connection with the closing of title to the Tower Unit(s).

(ii) Assignment/Amendment Fee. A legal fee in the amount of $350.00 for each assignment of, and/or amendment to, the Agreement required by the Purchaser.

(iii) Attendance Fee. The closing is to be held at the office of

Sponsor/Seller's Attorney. There will be an additional $350.00 attendance fee if Purchaser desires to have the closing at a location other than the office of Sponsor's attorney.

(iv) Assistance Fee for Mortgage Application. If the Purchaser's obligations under this Agreement are contingent upon obtaining a mortgage pursuant to Paragraph 13(b) of the Tower Unit Purchase Agreement and Purchaser requires Sponsor/Seller's attorney to provide assistance in obtaining such mortgage(such as providing Attorney Escrow Letter, documents on sales and closing of Tower Units, status of condominium, condominium questionnaire and other related information to the Purchaser's mortgage lender and/or broker), Purchaser is willing to pay an additional amount of $350.00 to Sponsor/Seller's attorney as legal fee.

(c) In the event that the Purchaser desires to terminate or otherwise cancel the Tower Unit Purchase Agreement that is fully executed and in full force and effect, the Purchaser agrees to pay fifty percent (50%) of the Sponsor/Seller's attorney fee (for example, $875.00 with assistance in obtaining purchase mortgage, or $750.00, without such assistance for a residential unit), as provided in Section P, unless such termination or cancellation is due to the fact that Sponsor/Seller is in default and Purchaser is entitled to such termination or cancellation.

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

11. Escrow of Deposits.

(a) The law firm of Lawrence Lixin Yang, P.C., with an address at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354, and a telephone number of (718) 886-7999, shall serve as escrow agent (Hereinafter the "Escrow Agent") for the Sponsor and Purchaser. Escrow Agent has designated the following attorney(s) to serve as signatories: Lawrence (Lixin) Yang. 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.

(b) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Agreement or otherwise concerning the maintenance of release of the Deposit from escrow (Hereinafter the "Deposit").

(c) The Escrow Agent has established the escrow account at Citibank, located at 215 Jericho Turnpike, Floral Park, New York 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled The Tower Units At Harvest Plaza Condominium Escrow Account (Hereinafter the "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. Additionally, any other deposits a purchaser has at the escrow bank will count toward the $250,000.00 FDIC insurance limit.

(d) All Deposits received by 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 Lawrence Lixin Yang, P.C., as Escrow Agent.

(e) No fees of any kind may be deducted from the Escrow Account, and the Sponsor/Seller shall bear all costs associated with the maintenance of the Escrow Account.

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

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

(h) 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/Seller, as per GBL § 352-h.

(i) Under no circumstances shall Sponsor/Seller 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/Seller of its obligations pursuant to GBL §§ 352-e (2-b) and 352-h.

(j)

(I) The Escrow Agent shall release the Deposit if so directed:

(1) Pursuant to the terms and conditions set forth in the AGREEMENT in Subsection 7 upon closing of title to the Tower Unit; or

(2) In a subsequent writing signed by both Sponsor/Seller and Purchaser; or

(3) By a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to this Subsection 11(j)(I) (1) through (3) 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/Seller 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 this Subsection 11(j)(I) (1) through (3) 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 Tower Unit is located and shall give written notice to both parties of such deposit.

(II) The Sponsor/Seller shall not object to the release of the Deposit to:

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

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

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

(k) Any provision of any 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.

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL

§§ 352-e (2-b) and 352-h.

(n) Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

(o) Sponsor/Seller agrees that Sponsor/Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Tower Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

(p) Sponsor/Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e (2-b) and 352-h and the New York State Department of Law's regulations.

(q) Sponsor/Seller 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.

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

(s) Sponsor/Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Agreement or the performance or non-performance of Escrow Agent's duties under this 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 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.

12. Binding Effect of Declaration, By-Laws, Tower Section By-Laws and Rules and Regulations.

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

13. Agreement Subject to Mortgage.

(a) No encumbrances shall arise against the Property as a result of this

Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agree(s) that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. Sponsor/Seller shall, at its option, either satisfy such mortgages or obtain a release of the Tower Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Tower 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 his/her/its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor/Seller, provided that any such mortgage is subordinated to the Declaration and the Tower Unit is released from the lien of such mortgage.

(b) Purchaser may make his/her/its obligations under the Agreement contingent upon obtaining a mortgage loan by executing the Mortgage Addendum to Agreement attached hereto and compliance with the terms therein. In the event Purchaser does not comply with the terms set forth in the Mortgage Addendum to Tower Unit Purchase Agreement, Sponsor/Seller shall be entitled to declare this Agreement in default and retain the down payment and interest as liquidated and agreed upon damages. Should Purchaser comply with the terms set forth in the Mortgage Addendum to Agreement and fail to obtain a mortgage loan, Sponsor/Seller shall return the down payment and interest if any to Purchaser and thereafter the parties shall be released from any obligation under this Agreement.

(c) Therefore, if the obligations of a Purchaser under an Agreement are not conditioned on obtaining financing, any prospective Purchaser who executes an Agreement and does not obtain financing may lose his/her/its deposit if he/she/it 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 an Agreement. No representation is made by the Sponsor/Seller as to the availability or cost of such financing.

14. Agreement Subject to Plan Becoming Effective; Sponsor/Seller's Right to Cancel.

(a) This Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Sponsor/Seller at any time prior to its being declared effective and shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. In the event Sponsor/Seller has decided to abandon the Plan after it has accepted Agreements, Sponsor/Seller shall promptly submit an amendment to the Office of the Attorney General of the State of New York along with Form RS-3 as promulgated by the Office of the Attorney General. If any payments have been received by Sponsor/Seller under the Agreements, such payments shall be returned

in the form of checks in full amount with any interest earned thereon, if any, within five (5) days after the amendment abandoning the Plan has been accepted for filing by the Office of the Attorney General.

(b) If, after the Plan is declared effective, title to the Tower Unit shall not close within the time set forth herein or in the Plan for any reason other than Purchaser's default, then, at Purchaser's option upon thirty (30) days written notice, this Agreement shall be deemed cancelled. If this Agreement is cancelled pursuant to the provisions of this Subsection, then not later than five (5) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereof, if any, and upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations hereunder.

15. Defaults.

A. Default by Purchaser

(a) In the event Purchaser fails to make any payment on the date herein provided or on such later date as the parties hereto may agree upon, fails to close title on the closing date, or fails to perform any of the Purchaser's other obligations hereunder, Sponsor/Seller may send notice to Purchaser advising that Sponsor/Seller intends to cancel this Agreement if such default is NOT cured within thirty (30) days thereafter (Hereinafter the "Notice of Intention to Cancel"). TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If, within said thirty (30) day period, Purchaser fails to cure such default, Sponsor/Seller may, at its option, cancel this Agreement by sending notice to Purchaser notifying Purchaser that this Agreement has been cancelled at option of Seller/Sponsor (Hereinafter the "Notice of Cancellation"), provided that such Notice of Cancellation is sent within thirty (30) days as of the time after said thirty (30) day period for Purchaser to cure such default has passed. Thereupon this Agreement shall be deemed cancelled, void and of no further effect.

(b) If Sponsor/Seller has elected to cancel this Agreement pursuant to Subsection 15(a) above, Sponsor/Seller shall (i) certify to the Escrow Agent that Purchaser has defaulted and that Sponsor/Seller has elected to cancel this Agreement by reason thereof, and (ii) send a request in writing to the Escrow Agent for the release of the Deposit (if the Deposit has been placed into the Escrow Account). The Deposit shall be disposed of pursuant to the provisions in Subsection 12 (j)(I) above.

(c) If, the Deposit is released to Sponsor/Seller pursuant to this Agreement, it will be deemed as liquidated damages. In no event shall liquidated damages exceed ten percent (10%) of the Purchase Price plus the cost of any special work ordered.

(d) If this Agreement is cancelled by Sponsor/Seller pursuant to the provisions of this Subsection 15, Sponsor/Seller may sell the Tower Unit to any third

party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale.

B. Default by Sponsor/Seller

If Sponsor/Seller fails to comply with any of the provisions of this Agreement after written notice from Purchaser specifying Sponsor/Seller's alleged failure and the expiration of thirty(30) business days from receipt of said notice in which to cure the alleged failure, then Purchaser may thereafter: (i) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser, together with Purchaser's reasonable costs for title examination without insurance and thereafter this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder except for any obligation which expressly survives the termination of this Agreement, or, (ii) Purchaser shall have the right to bring an action against Sponsor/Seller to seek specific performance of Sponsor/Seller 's obligations hereunder no later than forty-five (45) calendar days after the expiration of all applicable notice and cure periods, provided that if such remedy is unavailable due to a transfer of title by Sponsor/Seller, then Purchaser may bring an action seeking damages. If Purchaser is the prevailing party in its specific performance action, Sponsor/Seller shall be obligated to pay all of Purchaser's cost in connection with such action. In the event Purchaser elects to proceed with an action for specific performance, Purchaser shall be entitled to record a Notice of Pendency of such action.

16. Possession of Tower Unit Prior to Closing.

It is expressly understood and agreed that, except as otherwise provided in Section K in Part I of the Offering Plan, Purchaser shall not take possession of the Tower Unit prior to the time of the delivery of the deed and full compliance by Purchaser with the terms of this Agreement. Should Purchaser violate this provision, Purchaser hereby consents that Sponsor/Seller shall have the right to remove him/her/it from the Tower Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, Purchaser shall be deemed in default hereunder at the option of Sponsor/Seller, and if Sponsor/Seller so elects, the Sponsor/Seller may cancel this Agreement and the amount deposited hereunder shall belong to Sponsor/Seller as liquidated damages deemed earned hereunder. It is further understood and agreed that Sponsor/Seller will not be responsible for damage or loss to any personal property before, on or after the closing of title herein.

17. Sponsor/Seller's Inability to Convey the Tower Unit.

In the event Sponsor/Seller is unable to deliver title to the Tower Unit to Purchaser for any reason, other than Sponsor/Seller's obligation to cure violations and title which cost up to one-half (½) of one percent (1%) of the total Purchase Price, Sponsor/Seller's liability shall be limited to the return of the money deposited hereunder and upon return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, Sponsor/Seller shall not

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

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

(a) Purchaser shall accept title (without abatement in or credit against the Purchase Price or provision of escrow) notwithstanding that construction of (i) minor details of the Tower Unit or the Building in which it is located or (ii) other Tower Units or (iii) the landscaped area or (iv) other portions of the common elements have not been completed. Purchaser will examine his/her/its Tower Unit with a representative of the Sponsor/Seller during normal business hours prior to the Closing Date and will sign and deliver to Sponsor/Seller on or before the Closing Date a Final Inspection Statement and Punchlist in the form as Exhibit B hereto annexed, acknowledging the condition in which he/she/it has received his/her/its Tower Unit.

(b) (Omit this Subsection, if the Tower Unit has not been completed.) Purchaser represents to Sponsor/Seller that he/she/it has examined the Tower Unit and agrees that his/her/its execution of this Agreement shall constitute acceptance of the Tower Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Agreement, subject to reasonable use, wear, tear, and natural deterioration between the date of this Agreement and the Closing Date.

(c) The risk of loss from fire or other casualty to the units, Common Elements and Limited Common Elements remains with Sponsor/Seller unless and until legal title to the Tower Unit has been conveyed to Purchaser. Thereafter, it passes to the Tower Unit Owner together with the limited common elements to which, as Tower Unit Owner, has access.

(d) It should be noted that insurance for the condominium covers the Tower Unit but the Purchaser is responsible for the contents of the Tower Unit (i.e., Purchaser's personal property).

(e) It is a special risk if Purchaser enters into possession prior to closing in which case, Purchaser assumes the risk of loss for property not covered by the insurance for the units and for any Purchaser who enters into possession before closing. It is recommended that Purchaser obtain insurance for his/her/its personal property.

(f) If an Interim Lease is entered pursuant to Section K in Part I of the Offering Plan, the risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor/Seller or the condominium for loss to the Tower Unit and an Interim Lessee shall not assume such loss.

(g) (i) In the event that loss or damages have resulted from fire or other casualty to the units, common elements and limited common elements prior to closing, the notification to the purchasers in contract will be given within ten (10) days after the occurrence of the casualty.

(ii) Furthermore, Sponsor will notify the purchasers in contract within fourteen (14) days of such occurrence whether or not it will repair any damage resulting from a casualty prior to the closing of a unit:

(I) If Sponsor elects to repair such damages, it will do so as promptly as possible and restore the Tower Unit, common elements and limited common elements to substantially the same condition as prior to the casualty. In such a case, a purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage but in the event that an extension is not obtained, the purchaser will be offered a right of rescission.

(II) If Sponsor elects not to repair such damages, it will notify Purchaser of its intention to terminate this Agreement and return to Purchaser all sums deposited hereunder (including advances made for upgrades, extras, or custom work, if any) within ten (10) days, and upon such return, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other arising out of this Agreement and the Plan.

(See Section L, Subsection 38 in Part I of the Offering Plan.)

(h) If the closing delays more than six (6) months due to Sponsor/Seller's inability to repair the damages, Purchaser may also rescind the Agreement and receive the refund of downpayment, in addition to any other right of rescission granted to Purchaser under the Plan.

19. Broker.

The Purchaser represents to Sponsor/Seller that _____ is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction and Sponsor/Seller agrees to pay the commission earned by said broker, if

any, pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor/Seller for commissions by any broker, other than the above-named broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold free and harmless Sponsor/Seller from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the delivery of the deed.

20. Warranties.

(a) This Condominium Building shall be subject to the Housing Merchant Implied Warranty under Article 36-B of the General Business Law of the State of New York. Under the relevant provisions, a housing merchant implied warranty shall mean that: (i) one (1) year from and after the warranty date (which is defined as the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home, in this case, the Tower Unit, as a residence, whichever first occurs) the Tower Unit will be free from defects due to a failure to have been constructed in a skillful manner; (ii) two (2) years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Tower Unit will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (iii) six (6) years from and after the warranty date the Tower Unit will be free from material defects.

(b) The Sponsor will assign to the Purchaser upon closing of title to his Tower Unit and the Tower Section Board of Managers, or upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's Tower Unit of the common elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are assignable. Subsequent to the conveyance of title to a Tower Unit, Sponsor shall not be responsible for paint touch-ups to a Tower Unit, dented porcelain or formica chips. Sponsor has no obligation to make any repair to the Tower Units or the common elements except as expressly set forth in a survival agreement or Exhibit B, if any, entered between the parties at closing.

(c) Notwithstanding any warranty transferred to the Tower Section of the Condominium or Tower Unit owners, the Sponsor/Seller remains liable to perform the construction of the premises in accordance with the Plan and applicable law. Therefore, if there are any patent or latent defects in the construction of the Tower Unit and the Common Elements or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans and specifications, Sponsor/Seller will cure such defects as promptly as possible, provided that it is notified of them in writing by certified mail within one (1) year from the date of the closing of title to the Tower Unit in which the alleged defect exists, or in the case that such defect exists in the Common Elements, the date of substantial completion of such Common Elements, whichever later occurs, unless there is a latent

defect due to faulty construction by Sponsor that could not be discovered within such timeframe.

21. Agreement May Not Be Assigned.

(a) Purchaser shall not have the right to assign this Agreement without the prior written consent of Sponsor/Seller and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Sponsor/Seller.

(b) With regard to consent to any proposed assignment of Purchase Agreement, the Sponsor/Seller 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. (13 N.Y.C.R.R. § 20.3(ae)(3))

22. Counterparts and Binding Effect.

(a) This Agreement may be (i) executed in several counterparts, all of which shall constitute one and the same instrument, and (ii) delivered by telecopy, facsimile or in portable document format (PDF) by electronic mail (which shall be deemed an original for all purposes). This Agreement shall not be binding on Purchaser or Sponsor/Seller until a fully executed copy hereof has been furnished to Purchaser or his/her/its attorney.

(b) If this Agreement is not accepted within twenty (20) days from the date hereof by the furnishing to Purchaser or his/her/its attorney of a fully executed copy, this Agreement shall be deemed to have been rejected and cancelled and the Deposit (if paid upon execution hereof), with interest accrued thereon, if any, shall be returned promptly to Purchaser.

23. Notices.

All notices, demands or requests given or required to be given by either party to the other under this Agreement (Hereinafter collectively, the "Notices") shall be in writing and shall be sent by (i) a nationally recognized overnight courier service, (ii) delivered personally, (iii) delivered by facsimile transmission, or (iv) delivered by electronic mail, addressed as follows:

To Sponsor/Seller:	Top One Development LL 3050A Whitestone Expressway, A106 Flushing, New York 11354 Attn: Luo Jie Chen, Managing Member
With a copy to	Lawrence Lixin Yang, P.C. 136-20 38th Avenue, Suite 3A-1 Flushing, New York 11354-4278 Attn: Lawrence Yang, Esq. Tel.: (718) 886-7999

Fax.: (718) 886-7996
Email: lyang@lylawpc.com

To Purchaser: [Name]
Address:
Attn:

with a copy to: [Attorney for Purchaser]
Address:
Attention:
Tel:
Fax:
Email:

or to such other address as the parties may from time to time designate in a Notice. Any Notice shall be deemed given on the date one (1) day after same is sent by a nationally recognized overnight courier service, on the date personal delivery is made or the date of failure or refusal to accept or acknowledge delivery or on the date facsimile transmission is made, in each case, if delivery is made on a business day in New York City, New York. Seller and Purchaser acknowledge and agree that notices from the parties may be delivered by the respective counsel to the parties listed above.

24. Joint Purchasers.

The term "Purchaser" shall also mean "Joint Purchasers" when more than one (1) person are purchasers, in which case their obligations shall be joint and several.

25. Further Assurances.

Either party shall execute, acknowledge and deliver to the other party such instruments, including New York City Real Property Transfer Tax Return and New York State Combined Transfer Tax Return and Credit Line Mortgage Certificate, 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.

26. 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.

27. Strict Compliance.

Any failure by Sponsor/Seller to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor/Seller, notwithstanding and such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

28. Governing Law.

The provisions of this Agreement shall be governed by the laws of the State of New York without regard to conflict of law principles.

29. 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 IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM WITH ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

30. Entire Agreement.

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

31. Certain References.

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

32. Successors and Assigns.

The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors, and permitted assigns and shall bind and inure to the benefit of Sponsor/Seller and its successors and assigns.

33. Captions.

The captions in this Agreement are for convenience and reference only and in no

way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

34. No Oral Changes.

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by all parties.

35. Condominium Smoking Policy

(a) The Tower Section of the Condominium is subject to the Condominium Smoking Policy that the Base Board of Managers of the Condominium has adopted in compliance with the City of New York Administrative Code § 17-506.1. et al (Local Law 147) and the New York State Department of Law regulations, and shall be in effect when Condominium Building is constructed and upon commencement of the condominium operation (See Exhibit C hereto annexed).

(b) The condominium smoking policy is a material term of the Offering Plan and is incorporated into and form part of the Agreement. It must be incorporated into any agreement to rent a Tower Unit or part thereof.

(c) The condominium smoking policy will be applicable to all Tower Unit Owners, Tenants, the invitees as well as any other person on the premises.

(d) This Subsection 35 shall survive the closing of title.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SPONSOR/SELLER:

Top One Development LL

By: _____
[Name]:
[Title]:

PURCHASER:

By: _____
[Name]:
[Title]:

ESCROW AGENT:

By: _____

EXHIBIT A

PERMITTED EXCEPTIONS

(a) Sewer, water, drainage, electricity, plumbing, heating, gas, telephone and other utility easements and consents, if any, granted or to be granted thereafter, including the right to maintain and operate lines, wires, cables, pipes, conduits, poles, and distribution boxes in, over, under and upon the Condominium.

(b) All easements set forth in the Declaration, By-Laws and Tower Section By-Laws as they are subsequently recorded and in the Plan, and Agreement including:

(i) Easements in favor of the other Tower Unit Owners to use the pipes, wires, conduits and public utility lines located in the common elements or in the Tower Unit itself servicing each other Tower Units and easements of necessity in favor of the other Tower Units or the common elements;

(ii) Easements in favor of the Board of Managers, its agents, contractors and employees to have a right of access to the Tower Units and to the common elements to inspect, maintain or repair or to make repairs to the Tower Unit to prevent damage to the common element or any other Tower Units;

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

(iv) Easements for the continuance of encroachments on the Tower Unit and on the common elements by other Tower Units or portions of the common elements, now existing or hereafter occurring by reason of the settling or shifting of the Tower Units, or by reason of the repair and/or restoration by the Board of Managers of the Tower Units or the other Tower Units or the common elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the common elements made by the Board of Managers, so that any such encroachment may remain as long as the Tower Units stand;

(c) The standard printed exceptions in the title policy of the company insuring title.

(d) Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or policy powers over the premises.

(e) Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, and issuance of a permanent Certificate of Occupancy of the Building in which the Tower Unit is located, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.

(f) 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 insured.

(g) Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps, or any other structure unless the title policy specifically provides that such titles, rights or easements are insured.

(h) Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

(i) The Purchaser has been served with a written notice of closing date thirty (30) days in advance and opportunity to inspect the Tower Unit and other property subject to the Declaration.

(j) Rights of Tenants, if expressly provided for in the Purchase Agreement.

(k) Sponsor assigns any manufacturers' warranties with respect to equipment installed in the Tower Unit to the Tower Unit Owner and assigns any warranties with respect to equipment installed in common elements to the Tower Section Board of Managers.

(l) Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalks, elevators, fences, fire escapes, cornices, foundations, footings, and similar projections, if any, on, over, or under the streets or sidewalks abutting the property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the property and retaining walls and the like, if any.

(m) The lien of any unpaid common charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

(n) Any other declaration or other instrument affecting the property which 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.

(o) Any other encumbrance against the property other than mortgage or other lien for the payment of money, which does not prevent the use of the Tower Unit or the Condominium or any part thereof for its prescribed purposes or render title unmarketable.

(p) State of facts shown on an updated and accurate survey of the land and any additional state of facts which a subsequent survey or personal inspection thereof would show, provided such facts would not prevent the use of the Tower Unit or the Condominium or any part thereof for its purposes or render title unmarketable.

EXHIBIT B

FORM INSPECTION STATEMENT AND PUNCHLIST

The Tower Units At Harvest Plaza Condominium

FORM FINAL INSPECTION STATEMENT AND PUNCHLIST

Sponsor/Seller: Top One Development LLC

Purchaser: _____

Tower Unit: _____

Anticipated Closing Date: _____

We/I, Purchaser(s) of the above-captioned Tower Unit, inspected the same on _____ and accepted the conditions thereof as currently exist except for the items listed below:

Location	Remarks
Master Room	
Bedroom 1	
Bedroom 2	
Living Room	
Bathroom	
Kitchen	
Common Elements and Others	

IN WITNESS WHEREOF, this Final Inspection Statement and Punchlist has been duly executed by the parties herein:

Sponsor/Seller:

Top One Development LLC

By: _____
[Name]:
[Title]:
[Date]:

Purchaser(s)

By: _____
[Name]:
[Title]:
[Date]:

EXHIBIT C

THE TOWER UNITS AT HARVEST PLAZA CONDOMINIUM

SMOKING POLICY

Dated: _____

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

1. Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit" also means "Tower Unit" for purposes of this Smoking Policy.

(e) "Unit Owner", also means "Tower Unit Owner", is the individual(s) or entity owning a Condominium Unit in the Condominium.

2. Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

3. Penalties for Violations

(a) Every person who violates Subsections (a), (b), (c) or (d) of Section 2 shall, for a first violation thereof, pay a fine of One IIundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

4. Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

5. Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

6. Effective Date

This Smoking Policy is effective immediately.

Board of Managers
of
The Tower Units At Harvest Plaza Condominium

SECTION BB

MORTGAGE ADDENDUM

TO

TOWER UNIT PURCHASE AGREEMENT

By and Between

Top One Development LLC

And

_____

Dated _____ 2023

For the Purchase of Tower Unit #_____

The Tower Units At Harvest Plaza Condominium
163-07 72nd Avenue
Fresh Meadows, New York 11365

1. Purchaser(s) hereby elects to use mortgage financing to financing a portion of the Total Purchase Price of the Tower Unit and Purchaser(s) shall, within ten (10) days from the date of the receipt of a fully executed copy of this Agreement, submit a duly executed loan application to an institutional lender selected by the Purchaser(s) which engages in mortgage financing of residential real estate (Hereinafter the "Mortgage Lender") for a mortgage loan at the fixed prevailing rate of interest at the time of closing, and upon such other terms and conditions as are determined by the Mortgage Lender. Purchaser(s) acknowledges that the rate of interest, any predictions or representation of present or future interest rates which may have been contained in any advertising or promotion by Sponsor/Seller are not binding.

2. (a) Purchaser(s) shall promptly execute all instruments required to the Mortgage Lender and Purchaser(s) shall promptly comply with any and all requirements of the Mortgage Lender.

(b) The Purchaser(s) must notify the Sponsor/Seller of his/her/its failure to obtain a written mortgage commitment, or his/her/its being rejected by the Mortgage Lender for a mortgage within forty-five (45) days of the receipt of a fully executed copy of this Agreement. If the Purchaser(s) receives a rejection letter from the Mortgage Lender, he/she/it shall submit a copy of same to the Sponsor/Seller. Purchaser(s) shall then have the option of: (i) cancelling the agreement, in which case the agreement shall be null and void, and Sponsor/Seller's sole responsibility shall be to refund the down

payment plus accrued interest, if any; (ii) waive the requirement that the Purchase Agreement be contingent upon obtaining financing; or (iii) in the event Purchaser(s) has not received any definitive written response, denying or approving his/her/its mortgage application, from the Mortgage Lender, he/she/it may request additional time to obtain such a response, which Seller at his sole discretion may agree to. Should Sponsor/Seller not agree to such an extension, Purchaser(s) may cancel the Agreement or waive the contingency as provided for above.

3. Only in the event that Purchaser(s) performs each and every item of his/her/its obligations as set forth in this Mortgage Addendum and fails to obtain a written commitment for a mortgage loan in the sum of $ _____, for a period of 15/30 years at the fixed prevailing rate of interest within forty-five (45) days from the date hereof, shall Purchaser(s) be entitled to a return of the down payment plus interest if any; provided, however, that Sponsor/Seller may elect, in such event, after sending written notice to Purchaser(s) within five (5) days after such forty-five (45) day period, to secure other financing on behalf of Purchaser(s) provided said financing is in accordance with the terms of Subsection 1 hereinabove. Purchaser(s) will be responsible for the payment of any additional fee in connection thereof. If Sponsor/Seller returns to Purchaser(s) all of the down payment plus interest, if any, the parties shall be relieved of any and all obligations under the Agreement.

4. In the event Sponsor/Seller is not notified within forty-five (45) days provided for, then Sponsor/Seller shall have the right to:

(a) Cancel the Agreement by sending a notice within five (5) days to that effect to Purchaser(s), and return the down payment plus interest, if any, or;

(b) Send no notice within the above five (5) day period which will result in this Mortgage Addendum being null and void and the Purchaser(s) will be required to close under the terms and conditions of the Agreement on an all-cash basis.

5. Purchaser(s) should note that the financing commitment for Purchaser(s) of a Tower Unit may have expiration dates prior to which closing of title to the Tower Unit must occur, and the terms of the commitment may change prior to actual closing. If Purchaser(s)'s financing commitment lapses or expires prior to closing, and Purchaser(s) has made a good faith effort to extend the commitment, Sponsor/Seller must grant such Purchaser(s) a right of rescission and a reasonable period of time to exercise that right as afforded under Title 13 NYCRR 20.3(o)(18).

6. Purchaser(s) shall be responsible for and shall pay all costs of obtaining the Loan, including, but not limited to, such expenditures as legal fees, documentary stamps, mortgage title insurance, tangible fees, recording fees, loan fees, points and discounts.

7. The Sponsor/Seller and/or Mortgage Lender are hereby authorized to make any inquiry and investigation as to Purchaser(s)'s character, reputation and financial responsibility. Sponsor/Seller assumes no obligation to Purchaser(s) and shall not be

bound in any manner whatsoever should the Mortgage Lender fail to approve Purchaser(s) for the Loan or otherwise fail to provide the Loan.

8. If Purchaser(s) is other than an individual, such as a corporation, a partnership or a limited liability company, then Purchaser(s) shall be obligated to supply such guarantee or payment from the principals of Purchaser(s) as the Mortgage Lender or Sponsor/Seller may require.

9. PURCHASER'S FAILURE TO MAKE TIMELY APPLICATION TO THE MORTGAGE LENDER AND COMPLY WITH THE OTHER REQUIREMENTS OF THIS ADDENDUM WILL CONSTITUTE DEFAULT.

10. The terms and conditions of the Addendum are hereby incorporated into and made a part of the Agreement described above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date and year first above written:

SPONSOR/SELLER:

Top One Development LLC

By: _____
[Name]:
[Title]:

PURCHASER:

By: _____
[Name]:
[Title]:

SECTION CC TOWER UNIT OWNER POWER OF ATTORNEY

The terms in this Tower Unit Owner Power of Attorney shall have the same meanings as those used in the Declaration of Condominium entitled Harvest Plaza Condominium made by Top One Development LLC under Article 9-B of the New York Real Property Law, dated as of November 15, 2021 and recorded on July 6, 2022 in the Office of the City Register of the City of New York, in City Register File No.: CRFN 2022000267006, as amended and restated by that certain Amended and Restated Declaration of Condominium entitled Harvest Plaza Condominium made by Top One Development LLC under Article 9-B of the New York Real Property Law, dated as of _____ and recorded on _____ in the Office of the City Register of the City of New York, in City Register File No.: CRFN _____ (the "Declaration").

The undersigned: _____ [name], with an address at _____, the owner of the Tower Unit (or the "Unit") known as Tower Unit No_____ at condominium known as Harvest Plaza Condominium covering the property located at 163-07 72nd Avenue, County of Queens, City and State of New York, said Unit is being described in the Declaration and designated in the Tax Map of City of New York, Borough of Queens, do/does hereby irrevocably nominate, constitute and appoint the members of the Tower Section Board and/or Base Condominium Board and their successors, jointly true and lawful Attorneys-In-Fact, coupled with an interest and with the power, in my (our) name(s) and on my (our) behalf to acquire, in their own name or in the name of their designee by deed on behalf of all Tower Unit Owners(or Unit Owners, as applicable) of the Condominium in said property, any Tower Unit (or Unit, as applicable) whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale or which shall be acquired or leased in connection with any Right of First Refusal or otherwise, pursuant to the Declaration and By-Laws of the Condominium and the Tower Section By-Laws as same may be amended from time to time, at such price and on such terms as my (our) said Attorneys-In-Fact shall, in their sole discretion deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Tower Unit (or Unit, as applicable) so acquired, at such terms as my (our) Attorneys-In-Fact may in their sole discretion determine, granting to my (our) said Attorneys-In-Fact the power to do all things in the said premises which I (we) could do if I (we) were personally present.

The undersigned do/does hereby further irrevocably nominate, constitute and appoint the members of the Tower Section Board and the Base Condominium Board and its successors, my (our) true and lawful Attorneys-In-Fact, coupled with an interest and with the power, in my (our) names and on my (our) behalf to vote at any Unit Owners' meeting for and to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an Amended Declaration 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 Tower Units(or Unit, as applicable) as built or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium.

This Power of Attorney shall be irrevocable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have/has executed this Tower Unit Owner Power of Attorney as of the ____th day of _____, 2023.

_____
[Name]:
[Title]:

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of New York, 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 acknowledge 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

SECTION DD TOWER UNIT DEED

THIS INDENTURE made the ___ day of _____ 2023, between Top One Development LLC, a New York limited liability company with an office at 3050A Whitestone Expressway, A106, Flushing, New York 11354, party of the first part and _____, having an address at _____, party of the second part.

WITNESSETH

That the party of the first part, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece of parcel of real property (Hereinafter the "Property"), with the improvements (Hereinafter the "Buildings") therein contained, situate and being a part of the condominium at 163-07 72nd Avenue, County of Queens, City and State of New York, known as and designated as Tower Unit No.___ together with a(n) _____ undivided interest in the common elements of the condominium hereinafter referred to (Hereinafter the "Common Elements").

The real property above described is a unit (Hereinafter the "Tower Unit") as defined in the Declaration of Condominium entitled Harvest Plaza Condominium made by Top One Development LLC under Article 9-B of the New York Real Property Law, dated as of November 15, 2021 and recorded on July 6, 2022 in the Office of the City Register of the City of New York, in City Register File No.: CRFN 2022000267006, as amended and restated by that certain Amended and Restated Declaration of Condominium entitled Harvest Plaza Condominium made by Top One Development LLC under Article 9-B of the New York Real Property Law, dated as of _____ and recorded on _____ in the Office of the City Register of the City of New York, in City Register File No.: CRFN _____ (Hereinafter the "Declaration"). The Tower Unit is also designated as Block 6802 Lot _____ for Tower Unit___ on the Tax Map of City of New York, Borough of Queens and on the floor plans of the condominium prepared and certified by Anthony Ng, Registered Architect, of Angelo Ng & Anthony Ng Architects Studio, P.C. dated as of June 17, 2022 and recorded in the Office of the City Register of the City of New York on August 29, 2022 in City Register File No.: CRFN 2022000337451 as Condominium Plan No. 1324, as amended by those floor plans of the condominium prepared and certified by Anthony Ng, Registered Architect, of Angelo Ng & Anthony Ng Architects Studio, P.C. dated as of _____ and recorded in the Office of the City Register of the City of New York on _____ in City Register File No.: CRFN _____ as Condominium Plan No. _____. The land on which the Buildings are located is described as follows:

See Schedule A hereto annexed for Property description.

The term "Tower Unit" as used herein shall be construed to mean "Unit" as such term is used in Article 9-B of the Real Property Law of the State of New York and defined in Section 339-E of said Article.

TOGETHER with and SUBJECT to an easement for the continuance of all encroachments by the Tower Unit or any adjoining Tower Units or common elements now existing as a result of the alternation of the building or which may come into existence hereafter as a result of settling or shifting of the building, or as the result of repair or restoration of the building, or of the Tower Unit, after damage or destruction by fire or other casualty or after the taking in condemnation or eminent domain proceeding elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the building shall stand;

TOGETHER with an easement in common with the owners of other Tower Units to use any pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any other Tower Units or elsewhere on the property and serving the Tower Unit;

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to the Tower Unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Tower Units or in favor of other Tower Units or common elements;

SUBJECT also to an easement in favor of the other Tower Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other common elements located in the Tower Unit or elsewhere on the property and serving such other Tower Units;

SUBJECT to the provisions of the Declaration, By-Laws of the Condominium, and the Tower Section By-Laws of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Office of the City Register of the City of New York, which provisions together with any amendments thereto shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Tower Unit as though such provisions were recited and stipulated at length herein.

TOGETHER with the benefits, rights, privileges, easements and subjects to the burdens, covenants, restrictions, By-Laws, rules, regulations and easements all as set forth in the Condominium Documents filed and recorded as aforesaid.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will first hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The use for which the Tower Unit is intended is for residential (or commercial, or community facility) use subject to the applicable governmental regulations and the restrictions contained in the Declaration.

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

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the party of the first part has duly executed this Indenture, the day and year first above written.

In presence of:

Top One Development LLC

_____

By: _____
[Name]:
[Title]:

STATE OF NEW YORK)
) ss
COUNTY OF _____)

On this __ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of New York, 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

Legal Description-Schedule A

The Unit known as Tower Unit No. ____ (Hereinafter the "Tower Unit") in the premises known as and by Harvest Plaza Condominium and located at 163-07 72nd Avenue in the Borough of Queens and County of Queens, City and State of New York, designated and described as Tower Unit No. ____ in the declaration establishing a plan for condominium ownership of the Building and the Land on which it is erected (Hereinafter the "Property"), made by Top One Development LLC under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated as of November 15, 2021 and recorded on July 6, 2022 in the Office of the City Register of the City of New York, in City Register File No.: CRFN 2022000267006, as amended and restated by that certain Amended and Restated Declaration of Condominium entitled Harvest Plaza Condominium made by Top One Development LLC under Article 9-B of the New York Real Property Law, dated as of _____ and recorded on _____ in the Office of the City Register of the City of New York, in City Register File No.: CRFN _____ (Hereinafter the "Declaration"). The Tower Unit is also designated as Tax Lot _____ in Block _____ for Tower Unit No. _____ on the Tax Map of the City of New York, Borough of Queens and on the floor plans of the Building certified by and certified by Anthony Ng, Registered Architect, of Angelo Ng & Anthony Ng Architects Studio, P.C. dated as of June 17, 2022 and recorded in the Office of the City Register of the City of New York on August 29, 2022 in City Register File No.: CRFN 2022000337451 as Condominium Plan No. 1324, as amended by those floor plans of the condominium certified by Anthony Ng, Registered Architect, of Angelo Ng & Anthony Ng Architects Studio, P.C. dated as of _____ and recorded in the Office of the City Register of the City of New York on _____ in City Register File No.: CRFN _____ as Condominium Plan No_____.

TOGETHER with a(n) _____ undivided interest for Tower Unit No. _____ in the common elements of the Property (Hereinafter the "Common Elements").

DESCRIPTION OF THE LAND

ALL THAT certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 72nd Avenue, distant 20 feet easterly from the corner formed by the intersection of the northerly side of 72nd Avenue with the easterly side of 163rd Street;

RUNNING THENCE northerly and parallel with 163rd Street, 90 feet to a point;

THENCE easterly and parallel with 72nd Avenue, 100 feet to a point;

THENCE southerly at right angles to 72nd Avenue, 90 feet to the northerly side of 72nd Avenue;

THENCE westerly along the northerly side of 72nd Avenue, 100 feet to the point or place of BEGINNING.

SAID PREMISES being known as and by the street address 163-07 72nd Avenue, Fresh Meadows, NY11365, located in Block 6802, Lot 5, Borough of Queens.

SECTION EE

THE TOWER UNITS AT HARVEST PLAZA CONDOMINIUM

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

October 17, 2023

Prepared by:

Anthony King Ng, Registered Architect
Angelo Ng & Anthony Ng, Architects Studio, P.C.
61-10 182nd Street, 2nd Floor
Fresh Meadows, NY 11365

The Tower Units At Harvest Plaza Condominium
Queens, NEW YORK

Architect's Report

Description of Property and Specifications

(a) THE SUBJECT PROPERTY IS LOCATED IN FLUSHING, BOROUGH OF QUEENS, CITY OF NEW YORK and will be used for Twenty Nine (29) Residential units , and Three (3) Community facility units. The proposed use will comply with all zoning requirements as approved by the New York City Department of Buildings.

(1) The address is 163-07 72nd avenue, Queens.

(2)c

(3) The Zoning District is R6. The sponsor will obtain at least a Temporary Certificate of Occupancy prior to first closing.

(4) Permissible use is residential units and community facility uses. The proposed uses comply with all applicable Zoning and Use requirements at closing.

(5) There is no Restrictive Declaration.

(b) STATUS OF CONSTRUCTION- Building is currently under construction. Estimated completion will be March of 2024.

(1) Construction started after 09/30/2020. Estimated completion date before 09/30/2023.

(2) Construction class is I-B. Exterior walls and all structural members are made of non-combustible materials. Exterior walls are not load bearing, and non-load bearing are 1-hour fire rated, less than 30' from interior lot lines, fire separate distance less than 5'. All floors and roofs are 2-hour rated. All columns are 2-hour rated. Unit separation walls are 2-hour rated. Stair enclosures are 2-hour rated.

(3) Certificate of Occupancy has not yet been issued as the project is not completed, the anticipated time to obtain the TCO will be 09/30/2023. The occupancy will be residential condominium. Final C of O number will be **421883359**. Permanent Certificate of Occupancy will be obtained by sponsor prior to units closing.

(4) Building plans was filed on February 17th 2017 have been approved by the Building Department of the City of New York on June 29th 2018, under new building application, standard plan examination review.
421405090 per NYC Zoning Resolution, permissible use is for residential and commercial use. Applicable Building Code is 2014 NYC construction Codes.

(5) The project is Quality Housing. Quality housing requires refuse storage, laundry facility, daylight in corridors, recreational space, and accessory off-street parking. They are all provided in this building.

(c) SITE

(1) The area of the site is 9,000 square feet. The dimension of the lot is 100.00' by 90.00' by 100.00' by 90.00'.

(2) One building for 29 condominium residential units and 3 community facility units. The residential units are located at 2nd floor thru 5th floor. Community facility units are located at 1st floor.

(3) No private street is owned by this condominium. The property is an interior lot and it is fronting 72nd Street, which is public, city-owned street with two way traffic. Street is paved with asphalt. Curb and sidewalk are concrete to be installed in accordance with the latest NYC DOT standards. The street is well illuminated with pole mounted lights.

(4) Drives, walks, and ramps

(i) Paving will be asphaltic concrete

(ii) Walks and City sidewalk will be newly poured concrete, free of tripping hazard & ponding. Condominium board shall be responsible for maintaining the sidewalks per the requirements of NYC DOT.

(iii) Trench drain and area drain shall be connected to house sewer. All sidewalks, curb cuts and ramps will be sloped to drain water away from the foundation of the building.

(iv) Street pole mounted lighting is provided by City of New York; driveway and yard areas will have lighting attached to building.

(v) All elements shall be in conformance with NYC Building Code and Department of Transportation regulations and shall be ADA compliant.

(d) UTILITIES

Water and sewer are metered collectively.

Water -is obtained from tap to water main in street maintained by N.Y.C. Department of Environmental Protection. There will be one water meter served collectively for residential. Charges for water will be a common payment.

Sewer -There is a 90"x84" Combined Sewer in the street fronting 31st Ave and 56th st, maintained by the N.Y.C. Department of Environmental Protection. Connection shall be made to this sewer for disposal of all sanitary sewage and storm water. Sewage bill will be under the common charge.

Gas - Gas service will be from a tap to a gas main in the street owned and maintained by Con Edison. There will be total of 3 meters. 1 for building owner, and 1 twin meter for all residential units. Gas is not metered individually, is metered collectively.

Electric- Electric service will be by underground connection to electric main in street, owned and maintained by Con Edison. The electricity is metered individually.

Telephone-Telephone service is provided by Verizon Telephone Co. Phone jacks will be installed in all living-rooms and bedrooms.

Cable - Cable jacks will be installed at living areas, and in all bedrooms.

All residential units and community facility owners shall be responsible for the costs of services of common areas, based on the percentage of the units that each owner owns.

(e) SUB-SOIL CONDITIONS –1- Soil test borings were taken by Professional Solutions Group Inc, dated March 06th, 2019.

Soil classification is classified as mostly NYC DOB Class 3b sandy gravel between 4 ft and 34 ft. Water table was not observed at 47 ft deep as per the boring test result. Subcellar and cellar level each will be at 9'-8" below grade. There is no danger of seepage or flooding due to the water table, or from other bodies of water. No sub-grade drainage system is provided.

There is no evidence of moisture or seepage or ground water infiltration in this project.

There is no danger from flooding as this site is located outside the high-risk flood zone.

There is no land subsidence, expansive soils, hazardous materials, and/or environmental restrictions on the property. The building foundation system is accurately sized to support the calculated load. There is no land substances, expansive soils, hazardous materials, and/or environmental restrictions are present on property. No uneven foundation movement or settling has occurred, and building foundation is accurately sized to support the calculated load.

(f) LANDSCAPING AND ENCLOSURES

(1) Grass cover - there will be no grass cover for this project.

(2) Planting - there will be no planting for this project.

(3) Trees – no new trees will be planting on site, and existing tree will be preserved.

(4) Fence – there is no fence is this project

Gate – there is no gate for landscaping. (7) There are no garden walls proposed for this project

(8) There are no fountains proposed for this project

(9) Sidewalks and curbing where required will be new poured concrete

(10)The main entry to residential and Commercial units are ADA compliant.

(11) There is no retaining wall on property.

(g) BUILDING SIZE

The proposed building size is 99'-3x90'-0". It is consist of a cellar, and 1st thru 5th floors.

(1) Total height of building is approximately 49' measured to the top of roof.

(2) There is one cellar level.

(3) There are 4 Residential Habitable floors and 1 community facility occupiable floors.

(4) Equipment rooms - the mechanical room for water heater is at roof, elevator control room is on roof, sprinkler room, gas meter room, electric room and compactor room are located in the cellar. The heating and cooling systems for the air is by PTAC in each living room and bed room, for the corridors, the heating and cooling system is by a RTU on the roof.

(5) There is garage parking in the cellar.

(h) STRUCTURAL SYSTEM

Foundation for the building is poured in place reinforced concrete. The structural floor is poured on site reinforced concrete.

Building is supported by Reinforced concrete flat plate with concrete columns and concrete shear walls. Sound insulation is provided between all common corridors and between tenants with sound attenuation blanket of 3 ½ inches thick. Floor assembly will have an impact insulation class (IIC) rating of not less than 50 by using 0.11" underlayment beneath finish floor.
There was no underpinning. The typical structural system is the reinforced poured on site concrete slab.

1) Exterior of Buildings:

a) Walls –all walls at 1st through 5th floor are constructed of 6 inches 18 gauge galvanized non-load bearing metal stud walls with R-19 batt insulation installed inside the stud's cavity and a continuous 2-inch rigid insulation (R-10) installed over the exterior gypsum sheeting. Exterior finish will be face bricks and EIFS. Manufacturer's warranty on face bricks is 20 years. All side walls have a minimum of 2-hr fire rating, front and rear wall have minimum of 1-hr fire rating as complied with NYC Building Code.

Waterproof membranes in addition to membrane flashing at each floor level are used at every wall.

Local Law 11 (Façade Inspection Safety Program) is not applicable for this project because the building is less than 6 stories.

b) Windows - Exterior windows are extruded aluminium, manufactured by "Crystal Windows" or equal, with double pane insulated glass meeting or exceeding NYS Energy Code minimum requirements. If there are lintels used they will be painted or galvanized steel. Screens are to be provided at residential units. Finish shall be anodized aluminum at exterior and interior. Window sills should be concrete or metal. All windows will be caulked from the outside. Windows have a 5-year warranty from manufacturer and one year warranty on workmanship and installation by window subcontractor.
Thermal break is in each window provided with polyurethane gasket.
All habitable rooms comply with the minimum light and air requirement mandated by Code.
There is no lot-line windows.
The storefront windows are made by Master Aluminum Window and doors. All windows or storefront have thermal break built-in.

(c) The building is not a landmark building.

2) Parapets and coping: parapets are minimum of 3'-6" high above roof, made of reinforced masonry. Copings are made of aluminum sheet metal snapped into the anchor splice plate attached to parapet. Modified bitumen membrane extend all of the way to the underside of copings.

3) Chimneys and caps: The chimney for the gas fired systems requiring ducting to exterior shall consist of a NYC approved metal flue chimney installed in a two hour shaft enclosure at every floor and will be extended above

roof at the height as required by NYC Building Code. Chimney is of double walls by "Amerivent" or equal.

4) Balconies: Balconies and terraces are limited common element. A balcony is provided to each residential unit on the 3rd floor thru 4th floor. On the 5th floor, the front units each has roof terrace, the rear units each has a balcony. Soffits or the undersides of the balconies will be concrete with sealer.

All balcony has a 3'-6" high railing with tempered glass panels. All metal fasteners will be corrosion resistant. The balustrades for the railings are made of painted steel.

Aluminum framed glass swing doors with tempered glass by "Gamco Windows" or equal will be used for all terraces and balconies. Thermal break is provided in each balcony and terrace door with thermal break. Terraces are outdoor accessory spaces required by the zoning regulation of NYC, they will be in Certificate of Occupancy.

All balconies will have waterproof paint finish. All exterior metal fasteners will be corrosion resistant.

There is no deck or roof pavers. Terrace parapets have aluminium painted copings.

5) Exterior entrances: the main entrance to the residential portions of the building is aluminum and glass. Vestibule door will be installed with an electric door release on the inside door which can be operated from the individual units to allow entry into the residential portion of the building. Authorized mail boxes which meet Post Office specifications will be installed in the vestibule. The main entrance area will be illuminated by a light fixture, they will be adequate as required by Multiple Dwelling Law. All exterior entrances are to be free of tripping hazards and with surface sloped away from building for positive drainage.

Doors with the provided with weather strip. All fasteners are made of corrosion resistant metals. Exterior doors are made of extruded aluminum, including the vestibule doors and frames on the ground floor are made by Gamco, with thermal break. Patio doors on the residential floors are made by Crystal windows company with thermal break. There is no exterior stair or railing at the entrance.

There are LED exterior lights on the exterior wall around the entrance doors, and around the building façades facing the streets.

6) Service entrance: There is no service entrance.

7) Roof and roof structure:

Upper roof and lower roof are common elements, accessible through doors. The 2nd floor terrace has a maximum occupancy of 17 persons, the 5th floor terraces have 6 persons occupancy. The roof is used only for mechanical equipment and no occupancy is required.

i) Type

(a) Material – The upper roof and lower roof are constructed of poured reinforced concrete slab, the stair bulkhead roofs are constructed of composite metal with light weight concrete topping.
(b) Insulation – all roofs shall be average of R20 continuous installed over the roof structure.
(c) Surface finish: Modified Bitumen roofing membrane by Firestone. It should have at least 10 to 20 years of life expectancy.
(d) Bond or Guarantee – There will be one (1) year warranty from the contractor for labor and material. However, no NDL manufacturer's warranty will be provided.
(e) Flashing - All roof penetrations (ie: vent stacks, vents and fans, etc) will be flashed and waterproofed and include aluminum cap or base flashing where necessary.
(f) There is no roof deck or pavers.
All rooftop mounted mechanical equipment are supported by vibration isolator. Shop prime coat of paint will be provided for dunnage beams.
Lighting protection is not provided at the roof area. Purchasers cannot obstacles fire department access path on roof.

ii) Drains
a) General - Roof shall be pitched towards multiple drainage points to permit collection and disposal of storm water in accordance with NYC DEP requirements.
b) Drains and Leaders – There are 4 2nd floor terrace drains, 2 5th floor terraces, 4 roof drains, to continuous internal leaders to building to building storm line. Each roof drain has an overflow drain. Roof drains are made of cast iron. Roof drains are above dwelling units, however a leak to unlikely to occur due to modern building technique. In the event a leak occurs, the condominium board will repair it, as they are responsible for maintaining the building in general. Unless the leak is caused by the resident living below the drain, the cost of repair will be paid by the building owner.
The bulkhead leaders are aluminum type. No scupper, gutters.

iii) Skylights: not applicable.
iv) Bulkheads: There is a bulkhead at scissor stair with windows and fixed louvers providing required light and air to each stair. Walls consist of 6 inches 18-gauge metal studs cladded with aluminum panels.
v) Metal work at roof level: there is no metal work at roof level, except for condenser support shelves, and railing is made of galvanized steel.
vi) Rooftop facilities: There is no rooftop facility for this building. There is no rooftop antenna, cell phone towers, satellite dishes in this building. There is a roof recreational space for Quality Housing. The dimension is 19'x21-4" or 405 sf, the occupant number is 5 persons. It is Comment Element, open to all residents. The occupants cannot obstacles fire department access path. No furniture or equipment is provided by the Sponsor in the recreational space on roof. Roof top recreational space will be allocated as an accessory to residential space in Certificate of Occupancy.

vii) The roof has no deck system but the roof recreational space and terraces have pavers for daily foot traffic. Pavers are appropriate for daily foot traffic and acceptable by the manufacturer to retain roof warranty if warranty is provided.

viii) Roof is common element, partially occupied roof.

Fire department roof access is provided in this building in compliance with FC504.4 of 2014 NYC Fire Code.

9) Fire escapes: not applicable

10) Yards and Courts: There is a rear yard in compliance with the NYC Zoning The rear yard is at located at the roof level of the cellar, it will be accessible from the first floor commercial units to be used as open yard. An eight-foot-high masonry fence is provided around the perimeter of this area. Two area drains area provided. Bitumen roofing will be used on this area. Back yards are limited common elements. It will be divided into 4 LCE owned by Unit C, D, E and F.

There is no retaining wall in this building.

11) Interior stairs:

i) Number of stairs: two interior fire exit egress stairs are provided for every floors cellar thru Roof. Cellar to the ground floor is also provided as the separate means of egress from such floor. All egress including stairs are in compliance with building code.

The scissor stairs are constructed of metal pan stair filled with concrete treads and platforms.

ii) Enclosure: 2 hr rated enclosure is provided with 8" concrete or four layers of fire coded gypsum boards over metal studs framing.

iii) Stair construction: Stairs are constructed with concrete filled treads and platforms.

iv) Guard Rail: painted steel or equal

v) Balustrade: painted steel posts, installed where required.

(12) Interior doors & frames-

i) Unit entrances: Hollow metal doors and steel frames, 1 ½ hr fire rating self closing hinges, peephole, chime, and keyed lockset.

ii) Corridor doors and frames: hollow metal and steel frames. 1 ½ hr fire rating with self-closing hinges.

iii) Stair hall doors: hollow metal and steel frames, 1 ½ hr. fire rating with self closing hinges.

iv) Unit interior doors: 1 3/8" thick solid core wood or equal with wooden frames. Closet doors are to be swing type, sliding type, or bi-fold type hollow core wood masonite or equal. Style as selected by builder/owner. Finishes will be wood veneer. Hardware finish will be chrome finish.

v) Cellar, roof doors: hollow metal and steel frames, 1 ½ hr. fire rating with self closing hinges.

(13) Elevators- There is one (1) elevator in this building. It is by a local elevator company called Innovator who engineered and installed it, and the elevator manufacturer is Hollister Whitney. Model NO. is not available for the elevator because it is customized.

i) 16 Passengers maximum in one (1) elevator

ii) Manufacturer is a local company called AC elevator, or equal. The elevator cab will be custom-built. The elevator has been manufactured for over ten (10) years. Maximum weight capacity is 3500 pounds and withholds 16 passengers.

iii) Gearless, machine room – less, traction passenger elevator. A control room is located in the control room adjacent to the elevator at subcellar level.

iv) Automatic controls

v) There will be 7 stops, (cellar to roof floor)

vi) Automatic, single speed side sliding doors

viii) An one year full maintenance contract that cover parts and labor is provided for this building.

(14) Elevator cabs- Manufacturer of the elevator cab is Hollister Whitney, model No. is not available for the elevator cab because it is customized. Cabs shall be equipped with automatic sliding doors. The floor will be tile finish, wall will be limited with stainless steel panel. Fire Phase 1 ,2 recall system and mechanical /electrical overspeed governor will be provided as per NYC Building Code and FDNY requirements.

(15) Garage Door- metal roll-up remote controlled garage door.

(16) Laundry Equipment- There will be no washer or dryer in residential units.

(17) Building is non-combustible.

(i) AUXILIARY FACILITIES:

(1) Laundry room – there is a laundry room provided in this building on the cellar floor. There are 3 washers, 3 dryers, card operated, gas dryers with ventilation to the roof via exhaust duct.

(2) Refuse disposal – The method of disposal is daily collection. Janitor will daily collect refuse in the Compactor Room located in the Cellar.

Refuse room at each floor as required by the NYC Building Code or Zoning Resolution.

Compactor is 2 cubic yard capacity by Marathon Mini-MAC or equal.

i) Refuse Storage: Refuse will be taken from the compactor room located in the Cellar to the curb in front of the building for pick up by the NYC Department of Sanitation. Refuse will be temporarily stored within the compactor room prior to pick up day. Compactor room to be kept as clean as possible to prevent foul odors in the common corridor. Janitor hired by the managing board will be responsible to bring the stored garbage to the curbside for pick-up.

ii) Schedule of pick up: Refuse will be collected be the NYC Department of Sanitation according to their schedule.

(3) Bicycle room: bicycle room is on cellar floor, with a capacity of total of 15 spaces. The walls are metal stud walls with regular paint, rack system by Velodom or equal, mounted on walls or floor, made of metal, bike security is provided by bike owner.

(4) Tenant Storage room: 12 separate tenants storage rooms are located in the cellar. Individual storage spaces can be built in the future as an option. Each storage space is around 5'x10', and 8' height. Each storage unit has

metal drywall enclosure, and a door with lock. The access to the storage room is through the stair or the elevator.

(5) Mail Package: large parcel will be stored in the lobby accessible by tenants receiving packages. There is no enclosed package room. There will be one metal mail box for each tenants with lock, total 29 mail boxes on the lobby wall.

(j) PLUMBING AND DRAINAGE

(1) Water supply: domestic water system is provided by NYC Water Board, Department of Environmental Protection. Water is metered by a single meter located in the Cellar obligated to the owners in common. There is a water booster pump for domestic water, manufactured by Grundfos Model CR-10-4 vertical multi-stage pump. Water distribution piping throughout the building is copper. There will be a 3 inches diameter copper pipe domestic water service Main shut-off valve, a backflow preventer is located in the sprinkler room at cellar level. All hot water piping will be insulated by 1 inch fiberglass tubular pipe insulation. Booster pump has 1 year warranty.

(2) Fire Protection System: Residential portions of the building will be fully sprinklered in accordance with applicable codes. Sprinkler piping is black steel and consists of 4 inches diameter combined service. Sprinkler booster pump is by ITT/A-C fire pump series 1580 model 4x4x7, jockey pump is by Groundfos Model CR3-6, warranty is 1 year.

(i) Standpipes: 4 inches riser is provided

(ii) Hose racks: not applicable

(iii) Sprinkler heads: fully recessed pendant sprinkler heads with ceiling plots are in all units. Sprinkler piping is black steel.

(iv) Siamese connection: One Fire Department connection shall be located at front of building.

(3) Water storage tanks – (2) "Laars" hot water boiler heater-Mod. Pennant PNCV-1000 or equal, 1000 MBH input, 849 MBH output. Warranty 1 year.

(4) Water pressure: 50 psi static pressure, 48 psi residual pressure at 500 gpm

(5) Sanitary sewage system - sanitary disposal is by gravity to the City Combined sewer in street for all floors. There is no sewage pump needed.

(i) Piping: extra heavy cast iron

(ii) Sewage disposal: City owned combined sewer

(6) Permits Required: Plumbing Permit Q00180290-I1-PL issued 2019-08-15.
Sprinkler Permit
Standpipe Permit

(7) Storm Drainage System - The storm drainage system consisting of area drains, trench drains, and roof drains to internal leaders connected to the storm sewer line by gravity to the City sewer.

(i) Catch Basin: not applicable

(ii) Trench drain: No trench drain.

(iii) Area Drain: No area drain.

(iv) Piping: no hub cast iron

(v) Sump pumps: there is a sump pump in the elevator pit, by "Flotec", model FPSC2200A or equal, 1/3 HP. Warranty is one (1) year.

vi) Storm water disposal: city owned Combined sewer.

vii) Overflow scuppers will be located at the top roof level.

(k) HEATING

(1) Heating and distribution of domestic hot water - the heating system is designed to maintain 72 degrees Fahrenheit indoor temperature, and at an outdoor temperature of 8 degrees Fahrenheit, as per New York State Energy Code. For commercial restrooms, the hot water is provided by instantaneous hot water heater by EEMAX model SP-3208, with 3000 wattage, 99% efficiency. For laundry room the hot water heater is by A.O Smith ENS-30, 24,000 wattage, 94.5% efficiency. All water heaters provide 1 year warranty.

The pipes are insulated with 1" R-5 insulation. The domestic hot water for each apartment is provided by two (2) 150 Gallons hot water heaters located at the roof area, manufactured by Larrs, model NTV600, 600 MBH, 97% efficiency, with 119 gallon storage tank/indirect water heater, thermo2000 model turbomax 109. The managing board will be responsible for costs of the maintenance and replacement of the domestic hot water heater and space heating for all public spaces.

Operation and Maintenance (O&M) manuals and original balance report will be provided by sponsors for all equipment. Energy efficiency of every equipment will meet or exceed with the minimum of 80 percent efficiency.

(2) Number of devices - There will be electrical split unit conditioning and heating unit in each bedroom and living room of the residential units. (See section (m) for specifications).

(5)(3) Manufacturer of Hot Water Heaters – (2) "Laars" hot water boiler heater-Mod. PNCV100D, 1000 MBH input, 849 MBH output.

It will be sufficient to supply building needs. Warranty for Hot water heater is 1 year. All plumbing pipes are insulated with minimum .5" insulation, all ductworks are insulated with minimum R-6 thick insulation.

(4) Manufacturer of HVAC –

Each individual residential units will be served by its own split HVAC units (see section m for specifications) Heating as well as cooling is done through AC units by Mitsubishi. For Non-residential units the Mitsubish model numbers are: P-series Puz-A18nka7 with 18,000 BTU/h, S-series Pumy-p36nkmu1 with 36,000 BTU/h, and Pumy-p48nkmu1 with 48,000 BTU/h. P-series have EER 9.9 SEER 18.5, S-series have EER 12.6 SEER 15.6 efficiency. There should be 1 year warranty on parts and labor.

For heating and cooling in residential units the AC model numbers are: PTAC units by Cooper&Hunter or Applied Comfort/approved equal.

Capacity is 0.75 ton, Model CH-PT09HPGF EER 11.3, 1.25 ton CH-PT15HPGF EER 9.5. There should be 1 year warranty on parts and labor. Control of the AC units are by thermostat with manual adjustment, individual rooms.

(5) Gas piping, electrical service and all related equipment will be installed in each unit.
(6) Fuel - natural gas provided by Con Edison.
(7) Location of oil tank - not applicable
(8) Capacity of oil tank - not applicable

(l) GAS SUPPLY

(1) Type: Natural Gas
(2) Meters: Gas meters provided as per utility company specifications
(3) Piping: Black iron
(4) There will be 3 gas meters. The gas service pipe is 4".

(m) AIR CONDITIONING

All Cooling system are designed to maintain comfortable conditions based on minimum indoor design temperature of 75 degrees F. Individual electrical heat pump split units will be installed by the sponsor in each bedroom and living room of the residential units. Each apartment unit has individual control panel for temperature control within the unit. Each unit's owners are responsible for the costs of maintenance and replacement of the A/C and heating equipment. Vibration isolators will be installed under each rooftop outdoor condensing units. All metal fasteners will be corrosion resistant. All related pipe Insulation will be provided from manufacturer of the split unit assembly with ½ inch foam insulation. Mitsubishi units have 1 year of warranty out of box, and 6 years warranty on compressor, 1 year of labor.

(OUTDOOR CONDENSING UNITS)

Floors	**CAPACITY**
2ND FLOOR ROOF	1.5

(Serving cellar attendant boot and community facility units)
Mitsubishi Heat Pump Air Cooled Condensers Unit –
P-series Puz-A18nka7 with 18,000 BTU/h, S-series Pumy-p36nkmu1 with 36,000 BTU/h, and Pumy-p48nkmu1 with 48,000 BTU/h. P-series have EER 9.9 SEER 18.5, S-series have EER 12.6 SEER 15.6 efficiency.

(INDOOR AIR HANLER UNIT)

Typical for each residential unit per room on floor 2 to 5:
PTAC - Cooper & Hunter or Applied Comfort or Equal

	Capacity: 0.75 ton	Capacity : 1.25 ton
Model NO.	CH-PT09HPGF	CH-PT15HPGF
Heating Type	Heat Pump/Electric	Heat Pump/Electric

(n) VENTILATION

(1) Kitchenettes and bathrooms of each apartment will have exhaust ductwork leading to the roof or through the wall with an exhaust fan. The minimum rate of ventilation shall be 50 cfm for the bathrooms and 25 cfm for the kitchenettes as required by the NYC Building Code. Gas meter room will have fresh air intake louver to outside.
(2) Kitchen exhaust fan will be at roof by "GreenHeck" model SWD-*-VG 350 CFM. or equal.
(3) Bathroom exhaust fan will be at roof by "GreenHeck" model SWD-8-VG, 350 CFM or equal.
(4) Public corridors ventilation is served by Makeup air unit by "Modine" model HBG-75 800CFM mounted on the roof.
(5) Compactor room is ventilated by 400 CFM exhaust fan located on the roof.
(6) Gas meter room is ventilated by open end duct connected to first floor street level louver.
(7) There is mechanical ventilation for both the cellar level offices area, and the subcellar parking area.
(8) The noise emission rating for mechanical ventilation is in compliance with the law.

(o) ELECTRICAL SYSTEM

(1) Service: Electrical service is 208/120 volts, 3 Phase, 4 wires, 2000A service capacity. The electrical wires are all copper, sizing was done by electrical engineer.
There are: (2) 600-amp service switch for apartment meterbanks, (1) 400-amp service switch for House Loads and (1) 400 amp service switch for (2) commercial spaces.
(2) Service to common uses: There will be a separate meter servicing and obligating to the condominium owners for common service public areas.
One-400-amp 3 pole service switch for the public lighting and power.
(3) Service to individual units: Each unit is individually metered with a single phase, 100 amp 120/ 208 volts circuit breaker panel.
(4) Service to (2) commercial spaces. Each commercial unit individually metered with 200-amp 3 phase meter, and each provided with 200A, 120/208, 3 phase panel.
(6) Adequacy: The electrical service provided shall be adequate for a full complement of modern appliances and is to be installed as per NEC electrical code and best industry practices by an NYC licensed electrician.
i) Service: There is an average number of 24 circuit space per unit and capacity to handle modern appliances including AC units, dishwashers, and other devices as installed in each unit.
ii) Lighting and fixtures: Light fixtures will be selected by the sponsor and located within the unit according to anticipated uses of individual spaces.
iii) Outlets: Receptacles will be placed throughout the unit according to the NEC electrical code.

(1) Each of the apartments will have an individual electrical meter, total of (47) **100** amp single phase electrical meters, in addition to one common space meter for public lighting and power. All the meters will be located inside the building's cellar meter room. All electrical wiring will be copper wires, each of the apartments will have a dedicated circuit for all A/C units, appliance circuit, kitchen circuit; all Bathrooms, kitchens will be provided with ground fault outlet; all bedroom circuits will be AFCI protected. All work will be done according to the NEC Code, and the electrical contractor will provide the certificate of electrical inspection after work done.
Arc Fault Circuit Interrupters (AFCI) & Ground Fault Circuit Interrupters (GFCI) will be provided as per latest applicable NEC requirements.
All exterior outlet shall be provided with water-resistant GFCI receptacles.
All lighting fixtures of interior residential units to be equipped with compact fluorescent light bulbs.

(2) Light Fixture Schedule

Kitchen	1 Fixture	26W	Total 1
(surface ceiling mounted by "Commercial Electric" model EFG8012A or equal)			
Living/Dining Area	1 Fixture	26W	Total 1
(surface ceiling mounted by "Sunlite" model DBN11 or equal)			
Bedroom	1 Fixture	26W	Total 1
(surface ceiling mounted by "Sunlite" model DBN11 or equal)			
Bathroom & Toilet	1 Fixture	26W	Total 1
(Recessed downlight by "All-Pro" Model ERT713 or equal)			
Balcony	1 Fixture	26W	Total 1
(surface ceiling mounted by "Hampton Bay" Model WB0325)			

(3) Light Fixture Schedule for Common Areas

Boiler Room	1 Fixture	75W
Stairs - All floors	2 Fixtures	32W
All Floor Corridors	3 Fixtures	28W
Lobby Area (4 high hats)	8 Fixtures	(8) 28W
Vestibule Area	3 Fixture	12W

(4) Receptacles for each Apartment are installed as per NYC Electrical Code.

Emergency lighting will be in all stairs and corridors.
Electrical contractor will supply and have installed emergency lights – 6 volts, twin heads – as follows: Vestibule Hall – Total per plan or as required by code
Stairs – Total per plan or as required by code
Lobby – Total per plan or as required by code

(6) Adequacy:
(i)Service
(ii) Lighting – see (2), (3).
(iii) convenience outlets, appliance outlets.
The electrical contractor states the electrical system is adequate for modern usage.
No emergency power generator is required and provided for this building.

(p) INTERCOMMUNICATION

The building lobby will be provided with an approved low voltage intercommunication system which consists of a voice call system between each apartment and the lobby panel with a button assigned to each apartment number. Intercom is to be manufactured by Aiphone GT series, and has a one (1) year of labor and two (2) years parts warranty. CCTV is by UNV, model UN-NVR30432E, one year warranty.

(q) PUBLIC AREA LIGHTING

Lighting levels for all public areas including entrances, corridors, stairs, garage, indoor parking area, etc. will be provided to meet the minimum required standards as determined by an electrician in accordance with NEC Building Code and all applicable rules and regulations. There will be surface mounted fixtures over all the entrance doors, including the garage door. All lighting, including exterior lighting and night lighting in public parts of the building, are to comply with the New York State Multiple Dwelling Laws and the NYC Housing Maintenance Code. Outdoor lighting is by Atlantis 1640sw-led by Hinkley lighting, color to match building, led bulb, wired to photo-sensor switch. 11w.

(r) GARAGES AND PARKING AREAS

There is parking requirement. The zoning requires 15 parking spaces, 15 standard spaces are provided for residential units, compliance with ZR 25-241, and ZR 25-62. All parking spaces are in compliance with the zoning, code and regulation including dimensional compliance. Indoor cellar enclosed, garage parking is provided. All the parking spaces are all standard sizes, 8.5' wide by 18' long. There is no handicap spaces due to the use of parking attendant. The surface is concrete, there is no coating, and the pitch is ¼" per 1' or less. There are floor drains in the cellar parking areas. There is dry sprinkler heads in the cellar parking area. There is no vehicular elevator. There is mechanical ventilation for the cellar parking space as required by code. The garage ventilation fans are made by a Greenheck exhaust fan, model USF-18-B3 4,000 CFM. The parking garage has 3 metal area drains. There is automatic LED lightings with motion sensor.

The parking spaces are for residents only. (Parking spaces requirement for community facility is waived by zoning resolution when the parking spaces are less than a certain number.) Parking will be attended. Protected by dry sprinkler heads.

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.

As required by BC 406.1.11, at least 3 parking spaces should have electrical race ways capable of supplying 11.5k VA to an EVSE from an electrical panel. The raceway shall be no smaller than 1 inch. The electrical supply panel should have at least 3.1 kw for each charging station. The electrical raceway and all components should be in accordance with the New York City Electrical Code.

Electrical charging station is not required by code to be provided by the sponsor, the residents can install on their own.

406.4.10 **Electric vehicle charging stations.**

Parking garages shall be capable of supporting electrical vehicle charging stations in accordance with this section. Electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 3.1 kW of electrical capacity to at least 20 percent of the parking spaces of the garage. The electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 3.1 kW of electrical capacity to at least 20 percent of the parking spaces of the garage. Such raceway and all components and work appurtenant thereto shall be in accordance with the *York City Electrical Code.*

Exceptions:

1. The provisions of this section shall not apply to parking garages for buildings of occupancy group M (Mercantile).
2. The commissioner may waive compliance with this section if the commissioner determines that the parking garage is a temporary facility that will be in service no longer than three years.
3. The provisions of this section shall not apply to parking garages for buildings in which not less than 50 percent of the residential units are for households earning up to 60 percent of the area median income as determined by the United States Department of Housing and Urban Development.

(s) Swimming Pool - not applicable

(t) Recreation Facilities – Recreation room is on the 2nd floor in this building and there are additional recreational spaces on the roof and 5th floor terraces. The recreational room is 335 sf, will have LED lighting, natural ventilation, wood flooring or man-made flooring material, no installed equipment. The roof recreational space is open to the sky, one side has parapet, one side is next to the mechanical room, the other two sides are open to the rest of the roof. There is no furnishing or equipment in the outdoor residential recreational space.

(u) Permits & Certificates -

(1) Permits: Before starting any work, the builder is to obtain all necessary work permits from the NYC Building Department or other applicable municipal agency.
New building permit 421883359-01-NB
Foundation Permit 421883359-01-FO
Earthwork Permit 421883359-01-EA
Fence permit 421883359-01-EQ FN
Builders pavement plan permit 421912602-AL

(2) Inspections: Inspections by NYC Dept. of Buildings officials and other agencies having jurisdiction will be on-going during and upon completion of construction. All controlled inspections as required by the NYC Building Code including but not limited to borings, sub grade, soil percolation tests, storm drainage, fire-stopping, shoring, Cast in place concrete, concrete test cylinders, concrete design mix, sprinkler test, etc. shall be performed in accordance applicable requirements by a licensed special inspector hired by builder or sponsor.

(3) Recurring inspections after building is in operation

Recurring inspections after the building is in operation, include but are not limited to:

a. Elevator inspection category one twice a year.

b. Sprinkler and fire alarm annual inspection by the FDNY.

c. Gas piping inspection once every four years.

d. Fire doors are required annual inspection per NFPA 80.

e. Elevator load test is required every five years.

(4) Violations – There is no open violation at the time of report. If any violations occurs, they will be cleared prior to the final issuance of the C of O.

(V) Violations: None.

(w) Unit Information:

Unit #	Description			
2A – 5A	Living / Dining room,	Kitchenette, ,	1 Baths,	1 Bedrooms,
3B – 4B	Living / Dining room	Kitchenette,	1 Baths,	2 Bedroom,
2C – 5C	Living / Dining room,	Kitchenette,	1 Bath,	2 Bedroom,
2D – 5D	Living / Dining room,	Kitchenette,	1 Bath,	1 Bedroom,
2E – 5E	Living / Dining room,	Kitchenette,	1 Bath,	1 Bedroom,
2F – 5F	Living / Dining room,	Kitchenette,	2Bath,	2 Bedroom,
2G – 4G	Living / Dining room,	Kitchenette,	1 Bath,	2 Bedroom,
2H – 5H	Living / Dining room,	Kitchenette,	1 Bath,	1 Bedroom,

Typical floor to ceiling height is approximately 8'-6"

2- Finish Schedule

LEGEND

CT	Ceramic tile
SR	Sheetrock
VCT	Vinyl composite tile
C	Concrete
W	Wood – ¾" thick Oak no. 2 Select

with ¾" plywood underlayment. The wood flooring is a Home Depot brand or equivalent with life time warranty.

M Marble

GT Granite

Note: All paint finish to have one coat primer and one coat finish paint.

	SUBFLOOR	FLOORS	WALLS	CEILING	REMARKS
2nd, 3rd , 4th , 5th Floor Living & Dining Rooms	C	CT	SR	SR	Walls & Ceiling Painted
2nd, 3rd , 4th , 5th Floor Bedrooms	C	W	SR	SR	Walls & Ceiling Painted
2nd, 3rd , 4th , 5th Floor Bathrooms	C	CT	CT	SR	Ceiling Painted
2nd, 3rd , 4th , 5th Floor Kitchenettes	C	CT	SR	SR	Walls & Ceiling Painted
2nd, 3rd , 4th , 5th Floor Closets	C	W	SR	SR	Walls & Ceiling Painted
2nd, 3rd , 4th , 5th Floor Corridors	C	CT	SR	SR	Walls & Ceiling Painted

BATHROOMS:

Bathrooms shall have the following:

A) Ceramic tile at floors and walls for full height.
B) Ceilings shall have Gypsum Board and paint finish
C) 5'-0" recessed acrylic bathtub by Jacuzzi or equal
D) Lavatory bowl is vitreous china by "Toto" or equal
E) Melamine vanity with acrylic top or equal
F) Medicine cabinet, towel bar, and toilet paper holder.
G) Shower doors will not be provided.
H) Faucet by Grohe # 23036A or equal
I) Shower body by Delta-T17430 or equal

KITCHENS:

Kitchens shall have the following:

A) Flooring shall be ceramic tile
B) Walls shall be sheetrock and painted
C) Ceiling painted
D) Kitchens cabinets shall be plastic laminate or wood selected by owner/builder
E) 24" x 21" steel sink by Elkay Model #CR2522 or equal
F) Appliances:
30" gas stove - "General Electric", Model #JGBS66REKSS or equal
18 cu.ft.to 22 cu-ft. refrigerator - "General Electric", Model GTS19KSNRSS or equal
1 - 20" dishwasher - "General Electric", Model #GSF530PSMSS or equal
G) Kitchen faucet by Delta 9113-DST or equal

H) Kitchen countertops shall be quartz or equal.
I) Microwave: GE or equal

FINISH OF OTHER SPACES

FLOOR/ SPACE	SUBFLOOR	FLOOR	WALLS	CEILING	REMARKS
Cellar/Electric Rm	C	C	SR/C	SR	Floor, Wall & Ceiling Painted
Cellar/Sprinkler Rm	C	C	SR/C	SR	Floor, Wall & Ceiling Painted
Cellar/Gas Meter Rm	C	C	SR/C	SR	Floor, Wall & Ceiling Painted
Roof/Elevator Rm	C	C	SR/C	SR	Floor, Wall & Ceiling Painted
Cellar/Bicycle Rm	C	C	SR	SR	Floor, Wall & Ceiling Painted
Cellar/Compactor Rm	C	C	SR/C	SR	Floor, Wall & Ceiling Painted
Cellar/Janitor Rm	C	C	SR/C	SR	Floor, Wall & Ceiling Painted
Cellar/Corridor Rm	C	C	SR/C	SR	Floor, Wall & Ceiling Painted
Cellar/Stair Hall	C	C	SR	SR	Floor, Wall & Ceiling Painted
First Floor / Commercial Lobby	C	CT/GT	SR	SR	Walls Painted
First Floor / Residential Vestibule	C	CT/GT	SR	SR	Walls Painted
First Floor/ Residential Lobby	C	CT/GT	SR	SR	Walls Painted
Stair Halls	C	CT	SR	SR	Walls & Ceiling Painted
Storage rooms	C	C	SR	SR	Walls Painted

(x) Safety and warning devices

(1) The entire building will be provided with an automatic sprinkler system. The fire alarm system is by Edwards EST products or Firecom inc, or equal. 1 year warranty.

(2) Smoke and carbon monoxide detectors to be provided in each dwelling unit as per Local Law 7 of 2004 and the NYC Building and Electrical Codes.

(y) Additional information

(1) Local Law 58/1987 Handicapped Access Law: The proposed building is in full compliance with the LL 58/87 by providing accessible routes handicap adaptable units on all floors.

(2) Plans attached:

i) Site plan attached shows street, and the outside dimensions of the building and designated common areas.

ii) Floor plan for each line or type of unit drawn to scale, indicating room dimensions and unit boundaries.

iii) Floor to ceiling heights of units is approximately 8'-0".

iv) Approximate total area of each unit is set forth in the unit layout.

v) A master floor plan showing unit, boundaries and the relationship of units to each other.

vi) The sponsor does not intend to add additional units to the building.

(3) Asbestos: This statement is to disclose that there will be no asbestos made products, partially or in whole, specified for the construction of this condominium as per approved plans.

(4) Construction Timeframe: The construction of the building began in the Fall of 2021. Plans and applications have been approved and a permit has been obtained from the Department of Buildings on March 10th of 2021. The construction of the building will be completed in 2023.

The building and site will be constructed in accordance with the New York City Building Code, the Multiple Dwelling Code, the New York City Zoning Resolution and all other applicable authorities and in accordance with plans and applications on file with the Department of Buildings of the City of New York. The sponsor represents to the best of its knowledge that the plans and specifications herein accurately describe the building units, common elements, and equipment as the same which will be delivered upon the completion of construction.

Any permits or inspections required by the City of New York will be furnished and updated prior to the first closing.

As of the date of the first closing, the sponsor represents that it will have a Temporary or Final Certificate of Occupancy for the building prior to the first closing 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.

The sponsor will cure any outstanding violation prior to the closing.

(5) COMMON ELEMENTS: The common elements of the property are all areas of the land and building less the deed description of the sum of the individual units. Examples of common elements are the land, foundation, walls, floors, roof, halls, stairs, entrances, and exits, storage, meter and water heater rooms. All installation for services such as power, light, telephone, hot and cold water, sewer, including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in the common elements or in the Units, and all other mechanical equipment. In general, all parts of the property for common use or necessary or convenient to the existence, maintenance or safety of the property.

(6) Safety and warning devices:

A manual, automatic, smoke C/O, sprinkler alarm system will be provided for this building. Central station will be in the electrical room at cellar. A Semi-annual maintenance is required. There is Fire alarm central station located in the 1st floor commercial lobby of this building. Fire alarm is activated upon detection of heat by sprinkler heads.

(7) The following will be transmitted to the Condo management upon transfer of control:

i) Final as-built architectural drawings;

ii) Operation & maintenance manuals for mechanical equipment;

iii) Electronic system manual;

iv) Equipment warranties;

v) Major equipment start-up sheets;

(8) Particular Concern

There will be no implementation to negate ad-freezing stresses at foundation walls.

(9) Corrosive drywall materials

There will be no drywall materials that contain sulfide installed in this building.

(10) Further development

If the sponsor intends to add additional units to the building, either above the existing roof, outside the existing building development, or by altering space with in the building, it must make disclosure about the new units to conform to 13 NYCRR section 20.7.

Respectfully submitted,
Angelo Ng & Anthony Ng, Architects Studio, P.C.



Anthony K. Ng, R.A. LEED AP
Principal
October 17, 2023

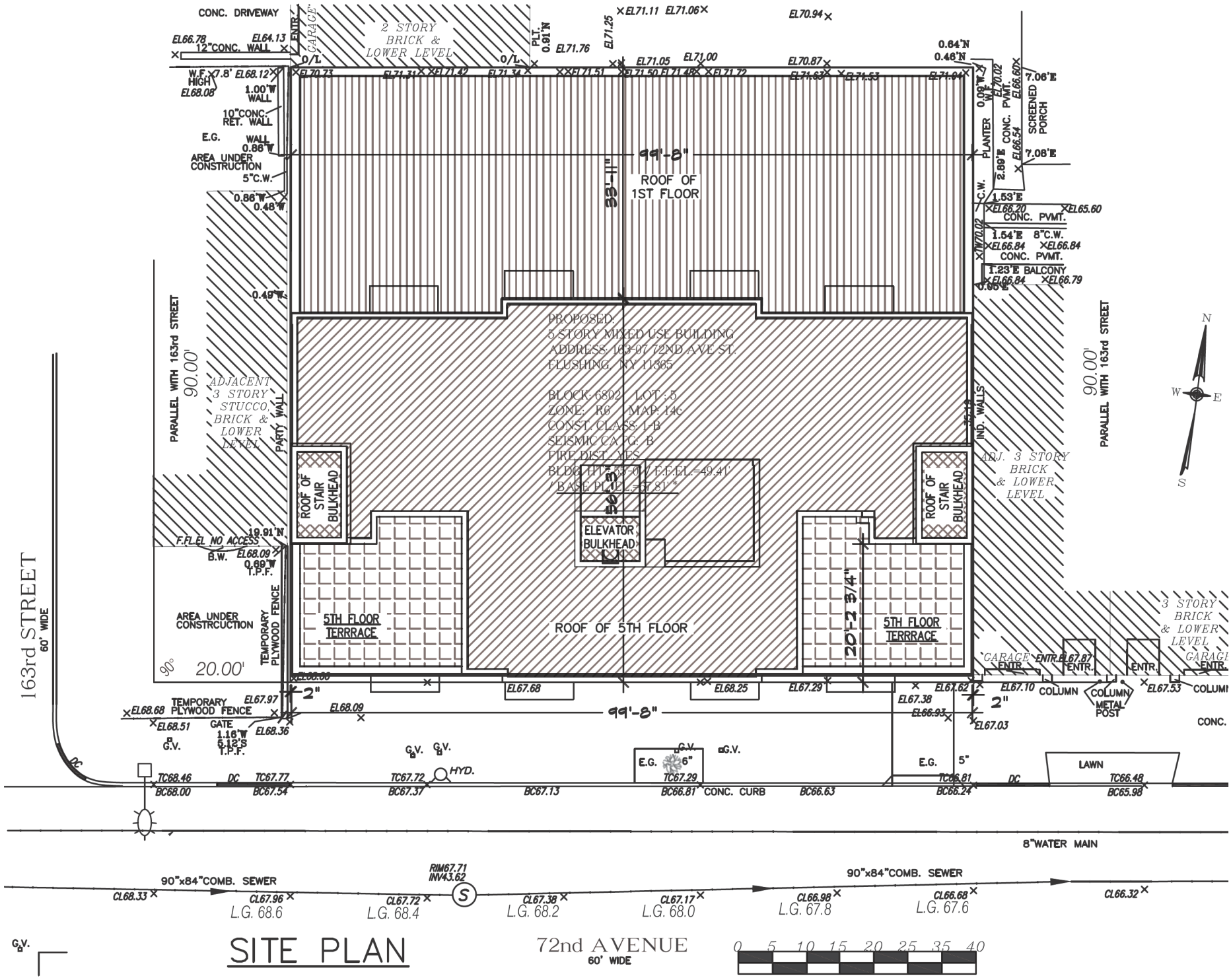
SECTION FF

THE TOWER UNITS AT HARVEST PLAZA CONDOMINIUM

FLOOR PLANS

Prepared by:

Anthony King Ng, Registered Architect
Angelo Ng & Anthony Ng, Architects Studio, P.C.
61-10 182nd Street, 2nd Floor
Fresh Meadows, NY 11365



SITE PLAN

208



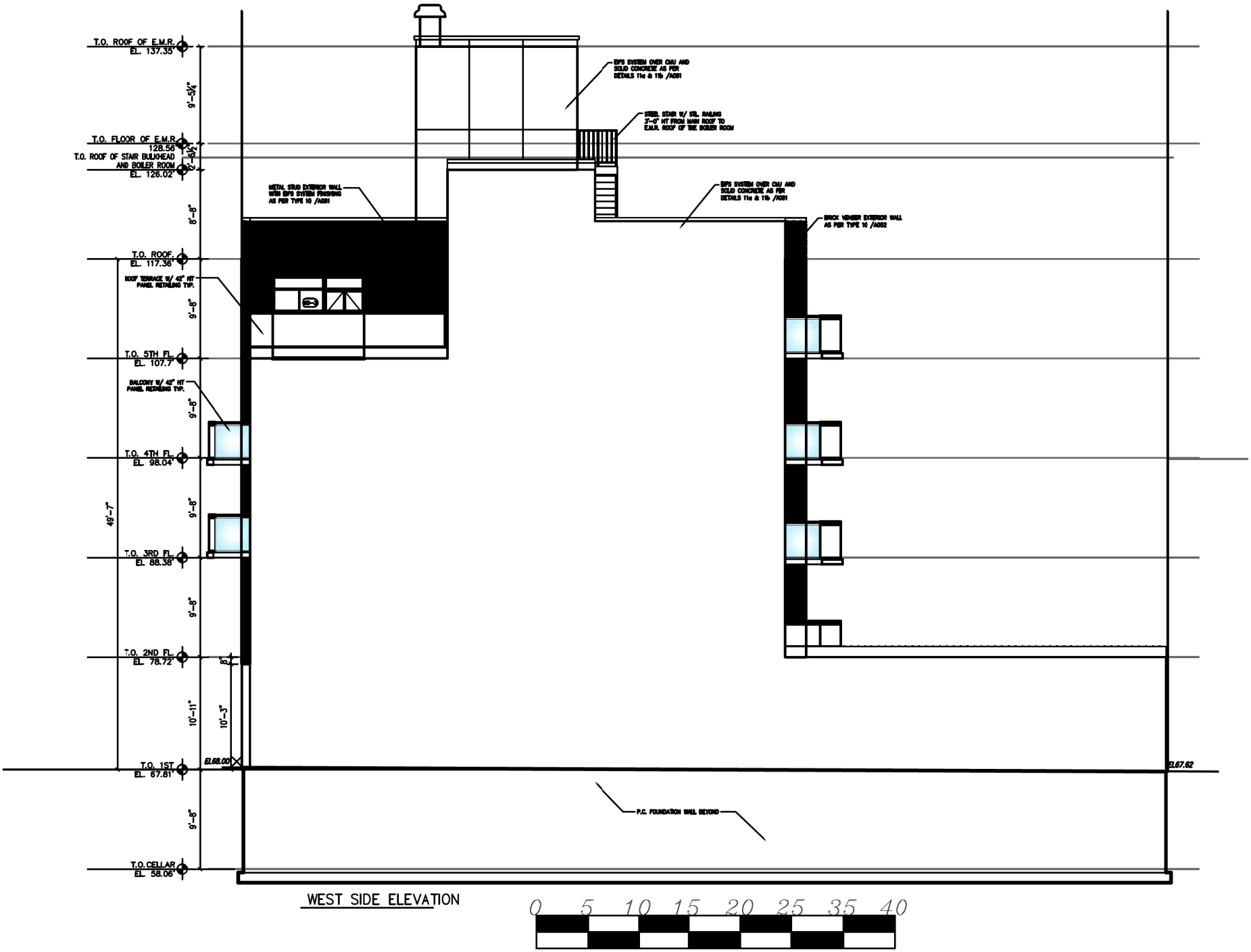
SOUTH ELEVATION

0 5 10 15 20 25 35 40

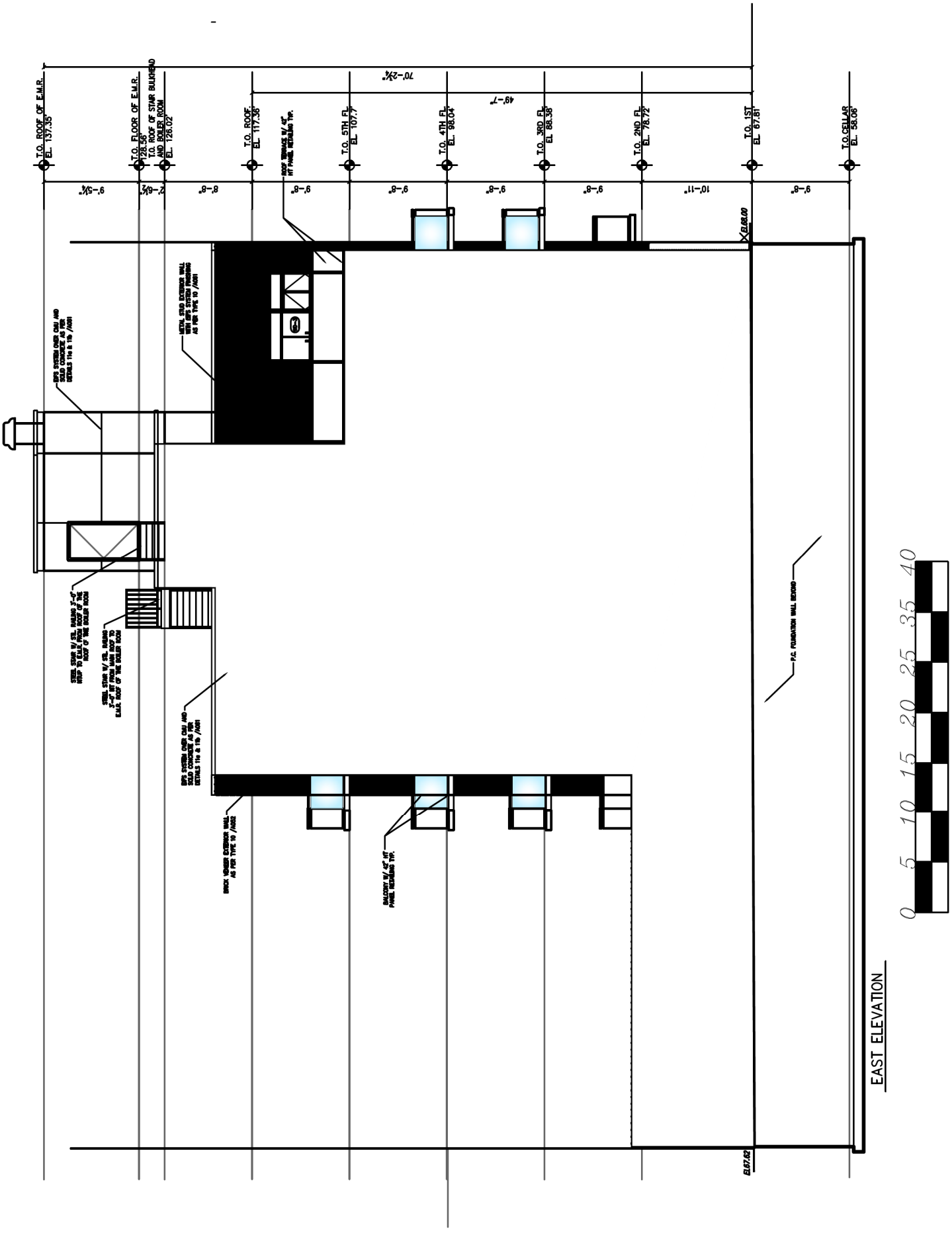


NORTH ELEVATION

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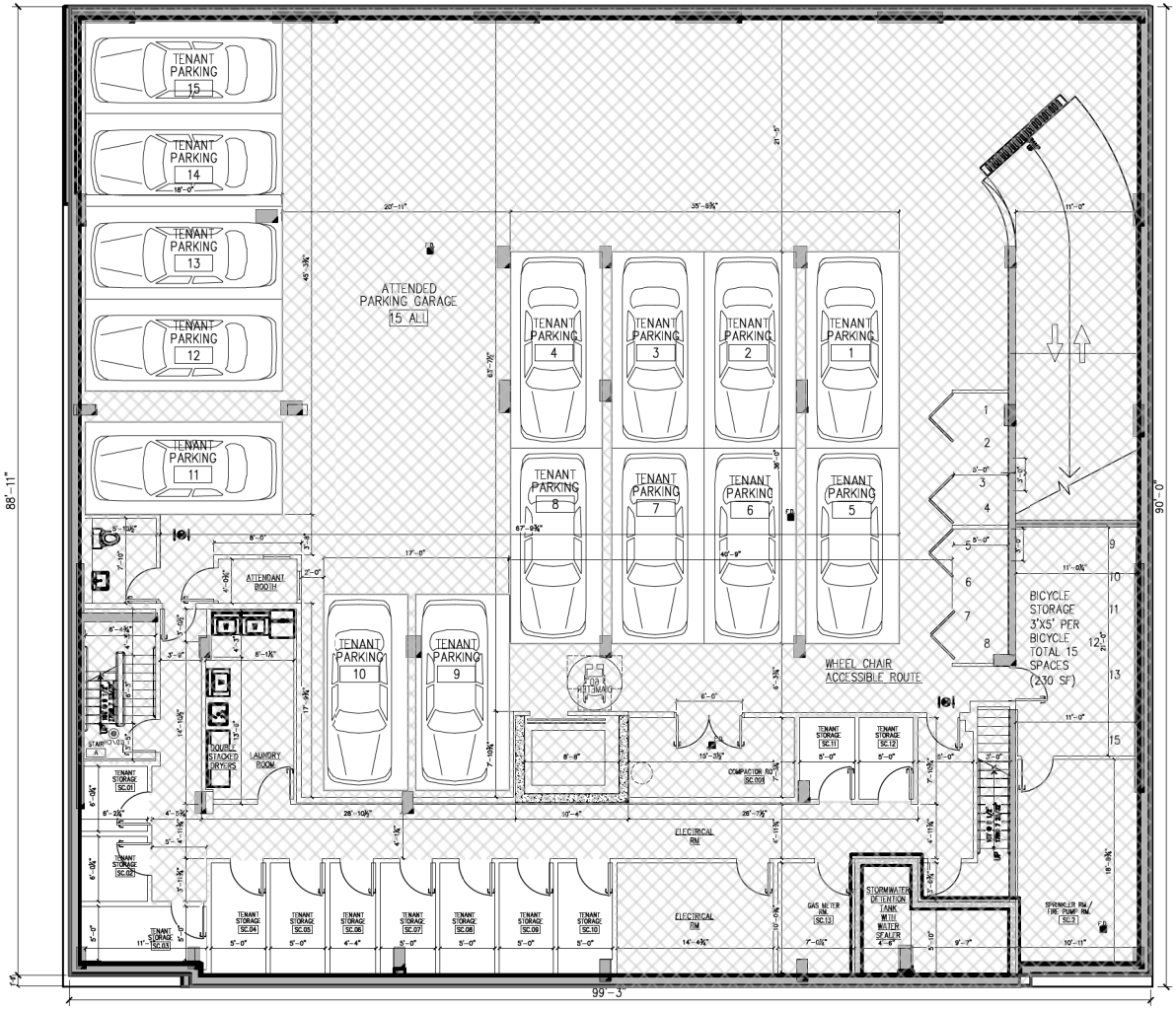


WEST SIDE ELEVATION



EAST ELEVATION

LEVEL - CELLAR FLOOR



CELLAR FLOOR PLAN

1' 10'
0 5' 15'

5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

COMMON AREA

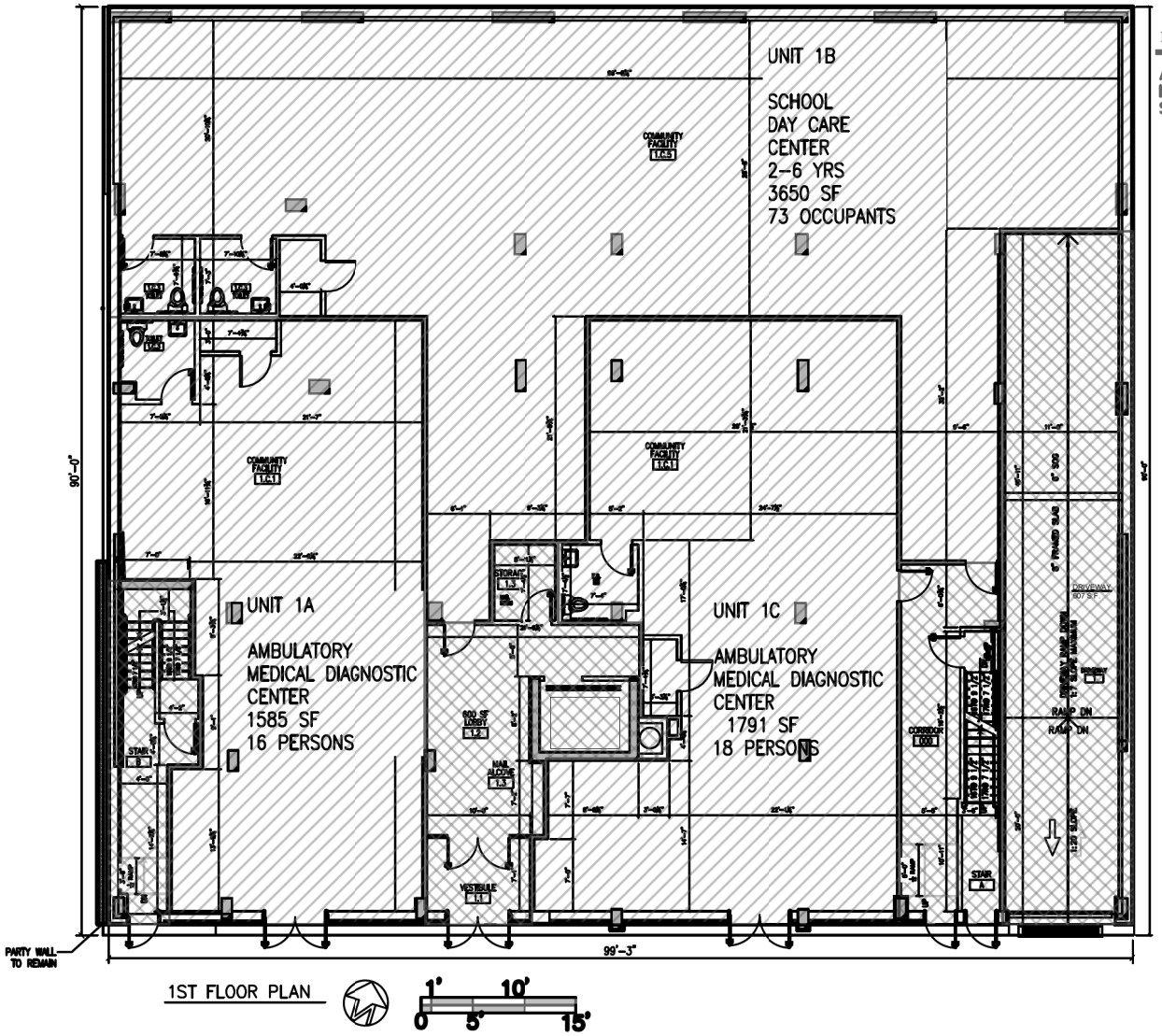
TOWER UNIT AREA

STORAGE UNIT

T.S. 1	41 SF
T.S. 2	41 SF
T.S. 3	64 SF
T.S. 4	57 SF
T.S. 5	57 SF
T.S. 6	57 SF
T.S. 7	57 SF
T.S. 8	57 SF
T.S. 9	57 SF
T.S. 10	57 SF
T.S. 11	44 SF
T.S. 12	44 SF

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

LEVEL - CELLAR FLOOR



5 STORIES CONDO

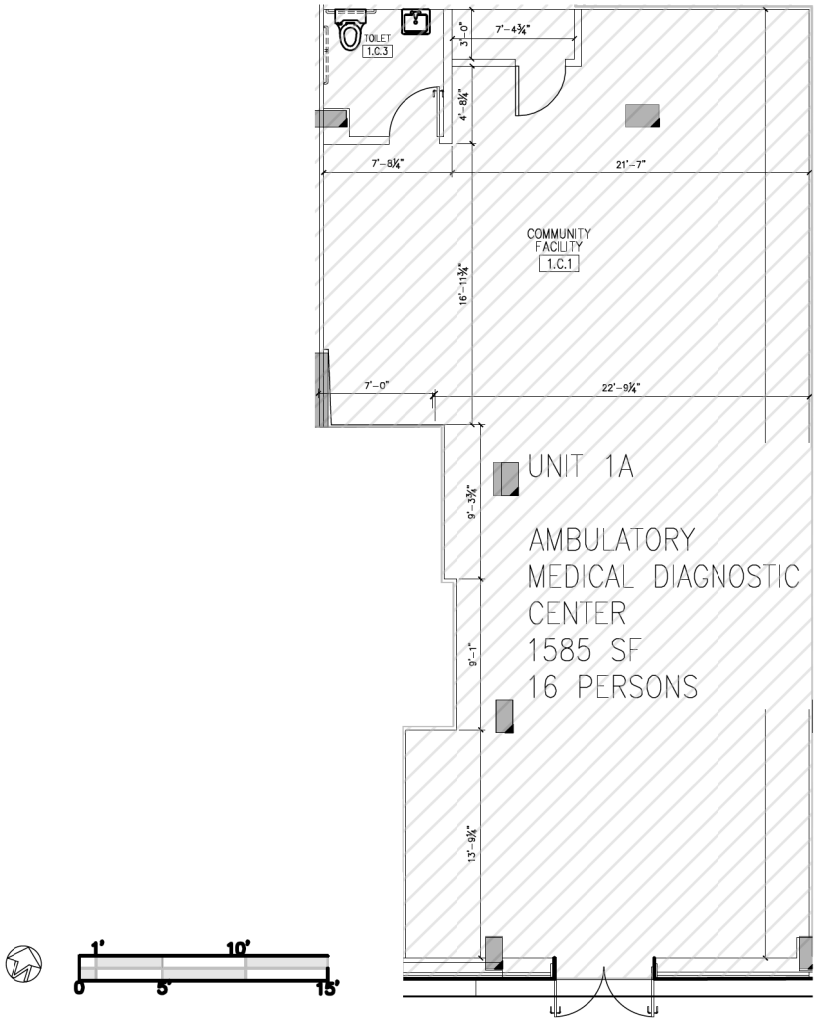
163-07 72ND AVENUE QUEENS, NY 11365

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TOWER UNIT

COMMON AREA

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5 STORIES CONDO

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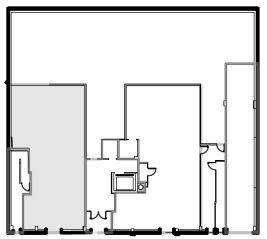
TOWER UNIT 1A

LEVEL - GROUND FLOOR

1 RETAIL SPACE
1 RESTROOM

TOWER UNIT 1A AREA: 1585 SQ FT

COMMERCIAL AREA

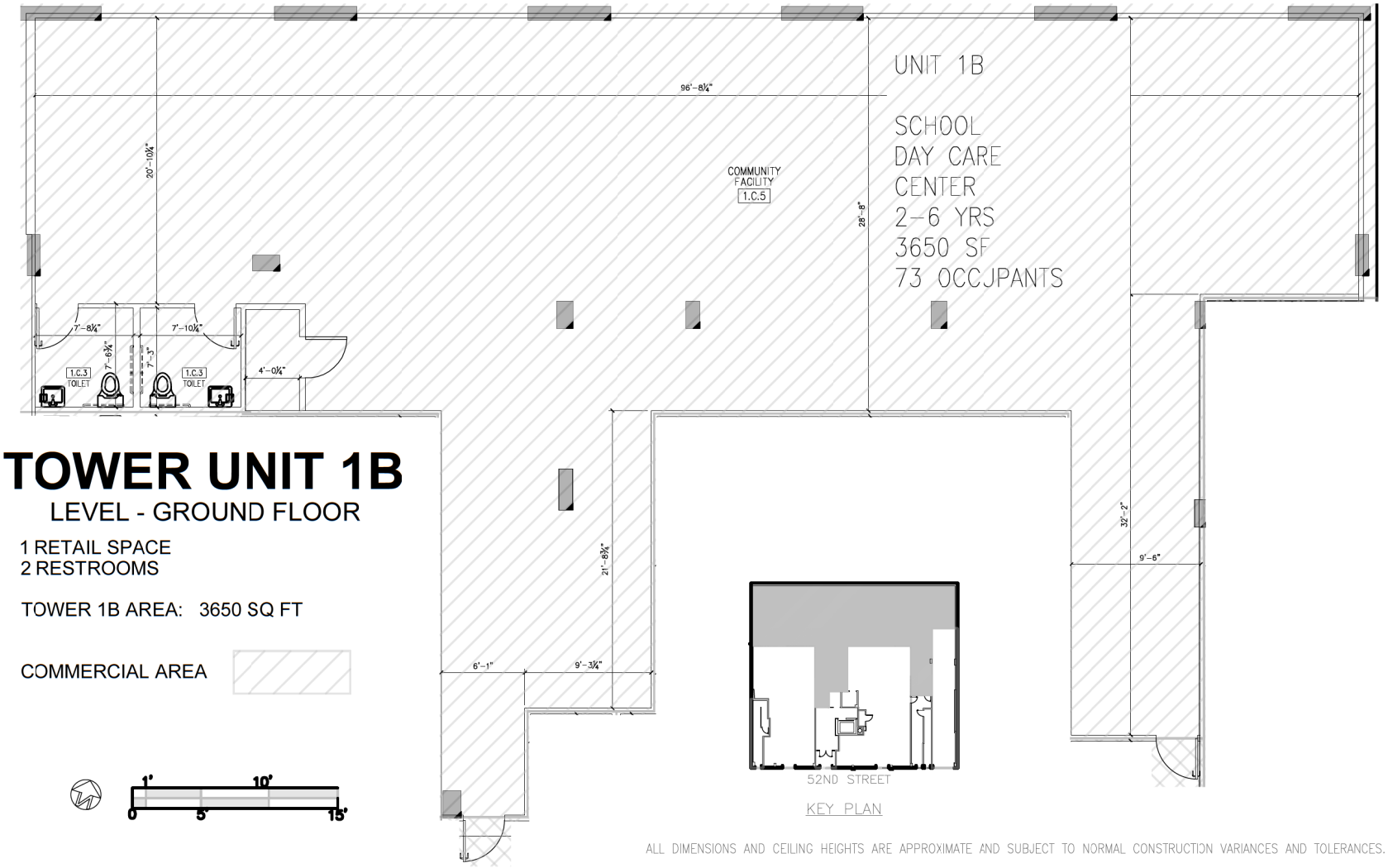


52ND STREET

KEY PLAN

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

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TOWER UNIT 1B

LEVEL - GROUND FLOOR

1 RETAIL SPACE
2 RESTROOMS

TOWER 1B AREA: 3650 SQ FT

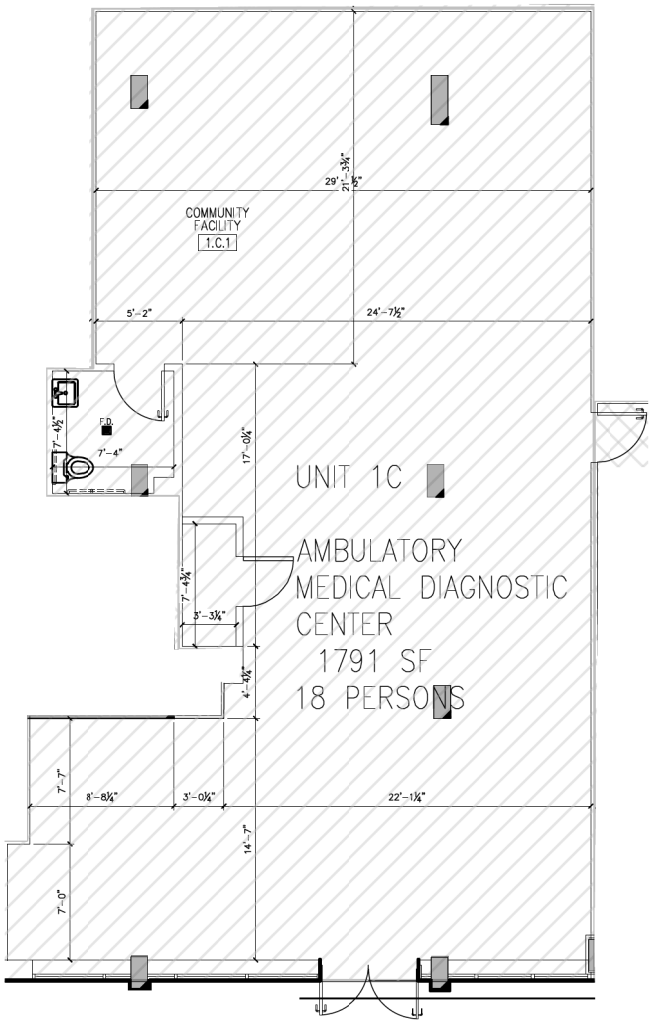
COMMERCIAL AREA

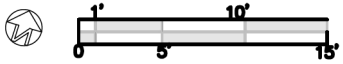
1' 10'
0 5' 15'

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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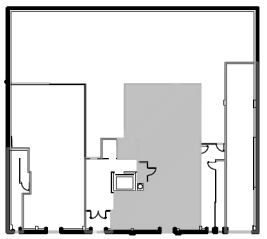
TOWER UNIT 1C

LEVEL - GROUND FLOOR

1 RETAIL SPACE
1 RESTROOM

TOWER UNIT 1C AREA: 1791 SQ FT

COMMERCIAL AREA



52ND STREET

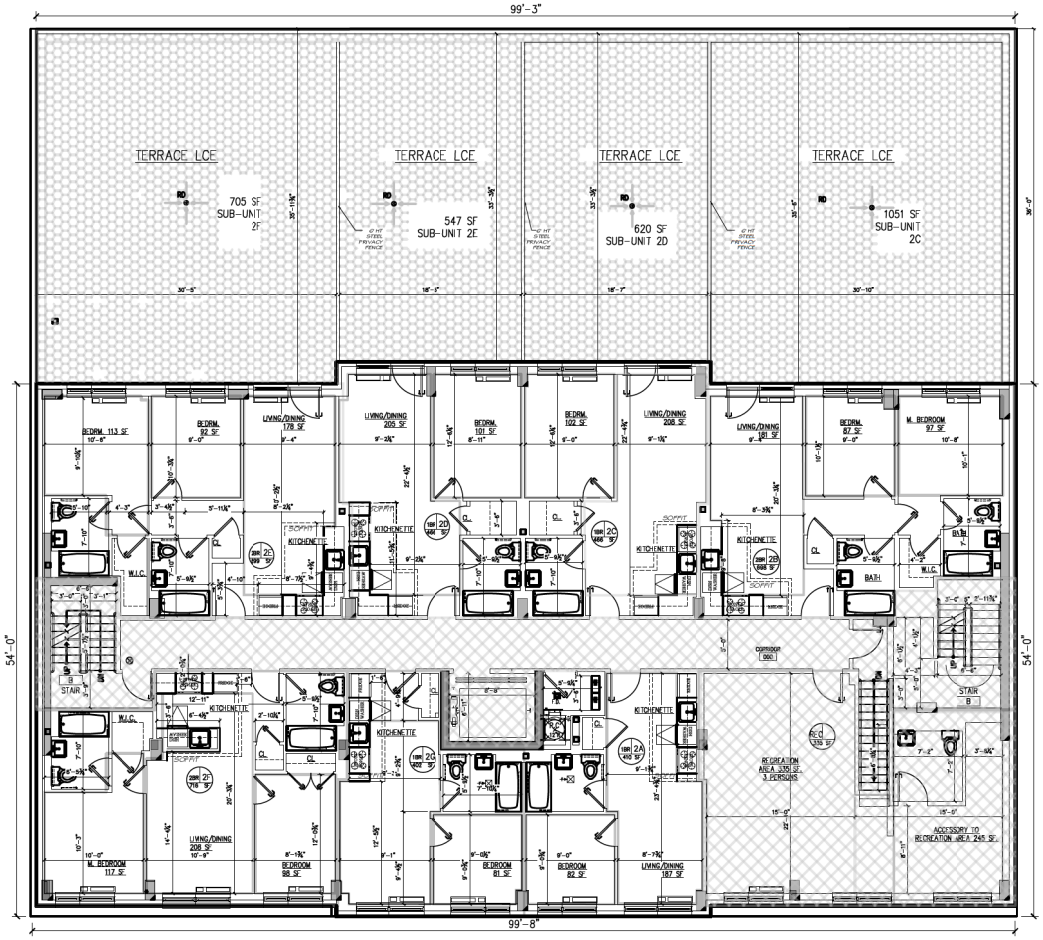
KEY PLAN

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

LEVEL - 2ND FLOOR

5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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2ND FLOOR PLAN

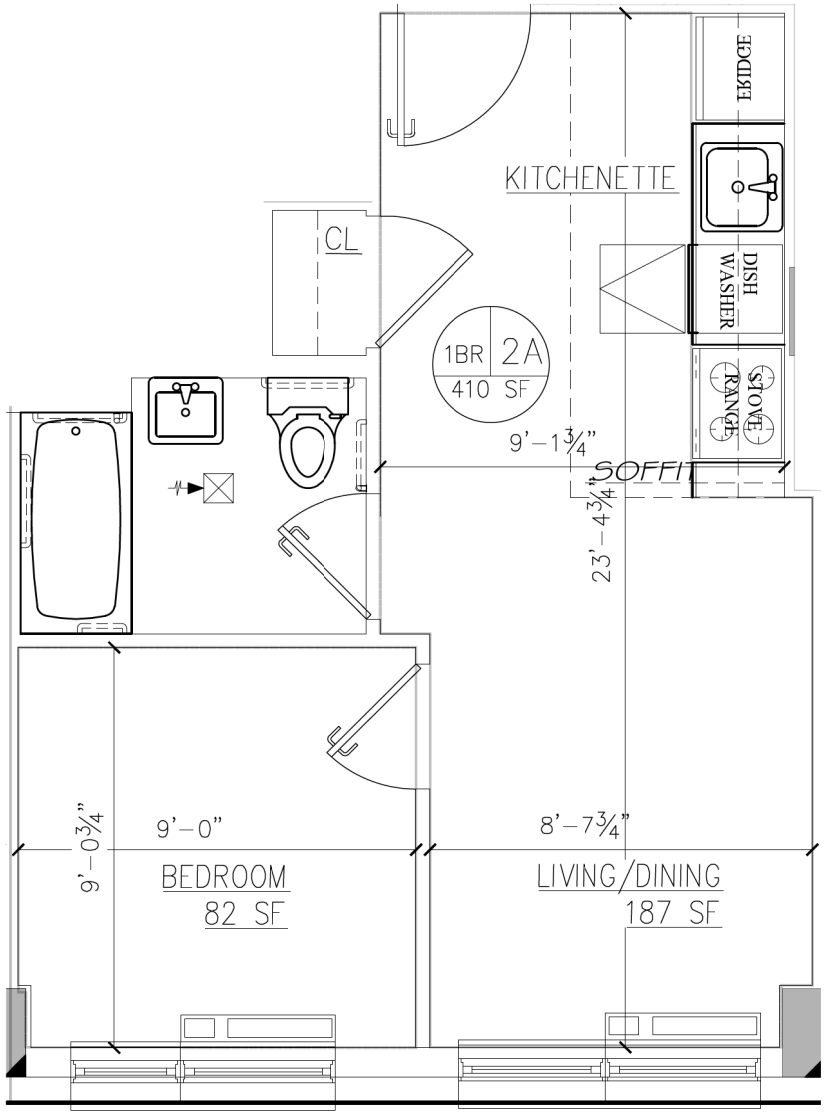
1' 10'
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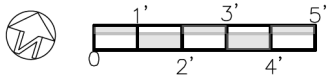
TOWER RESIDENTIAL

COMMON AREA

LIMITED COMMON ELEMENT

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5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

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TOWER UNIT 2A

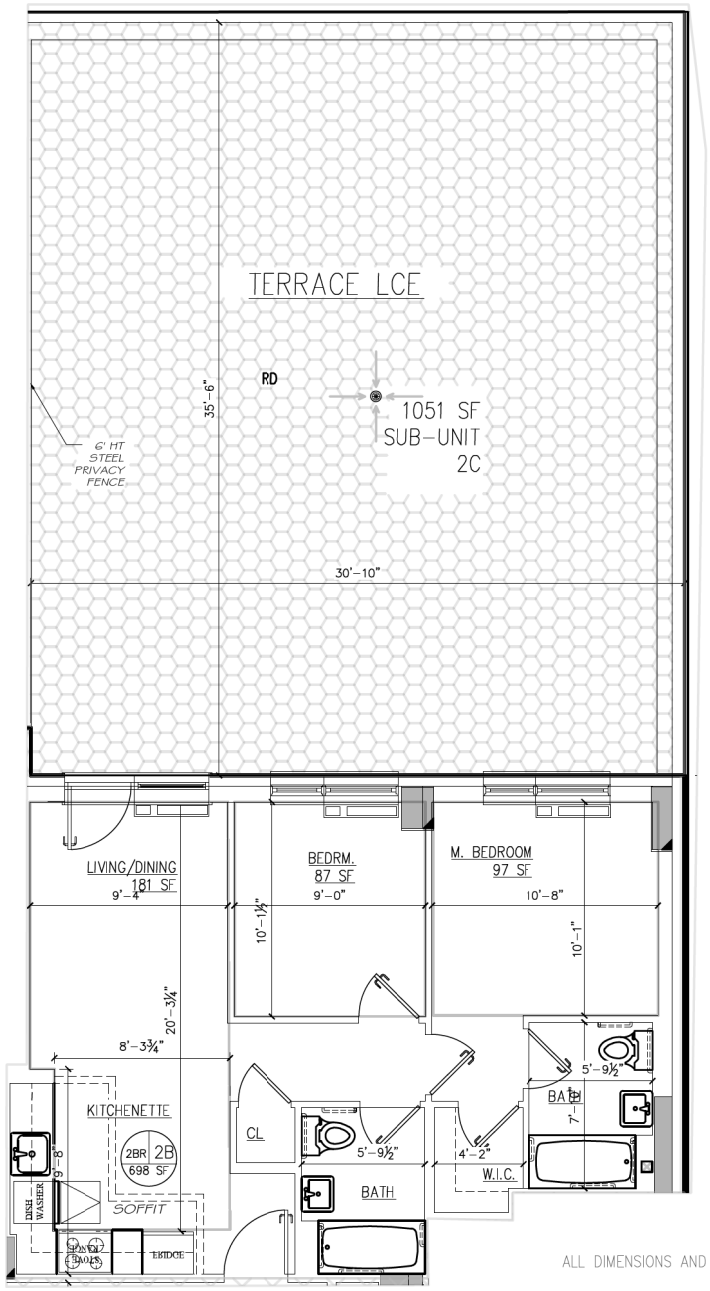
LEVEL - 2ND FLOOR

1 BEDROOM
1 BATH ROOM

TOWER UNIT 2A AREA: 410 SQ FT

RESIDENTIAL AREA

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

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TOWER UNIT 2B

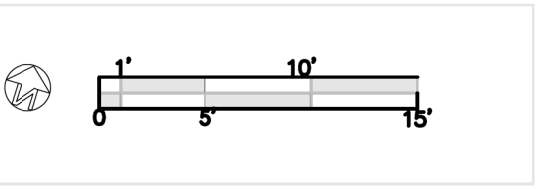
LEVEL - 2ND FLOOR

2 BEDROOM
2 BATH ROOM

TOWER UNIT
2B AREA: 698 SQ FT
2B LCE: 1051 SQ FT

RESIDENTIAL AREA

LIMITED COMMON AREA



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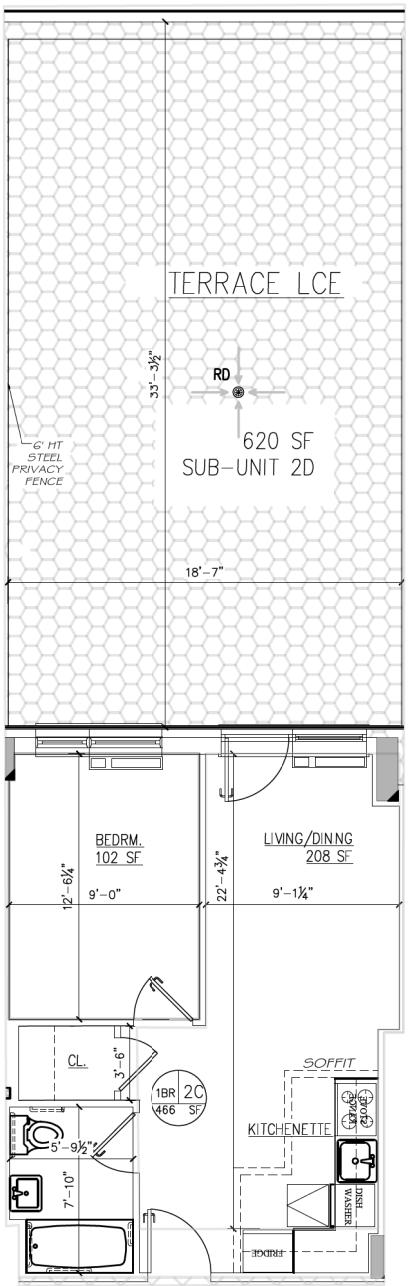
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TOWER UNIT 2C

LEVEL - 2ND FLOOR

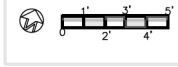
1 BEDROOM
1 BATH ROOM

TOWER UNIT
2C AREA: 466 SQ FT
2C LCE: 620 SQ FT

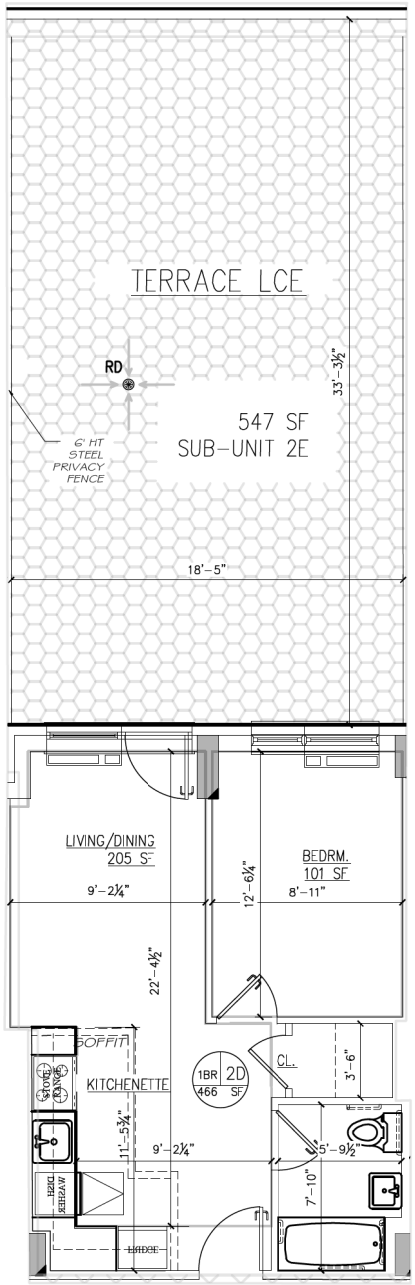


RESIDENTIAL AREA

LIMITED COMMON AREA



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5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

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TOWER UNIT 2D

LEVEL - 2ND FLOOR

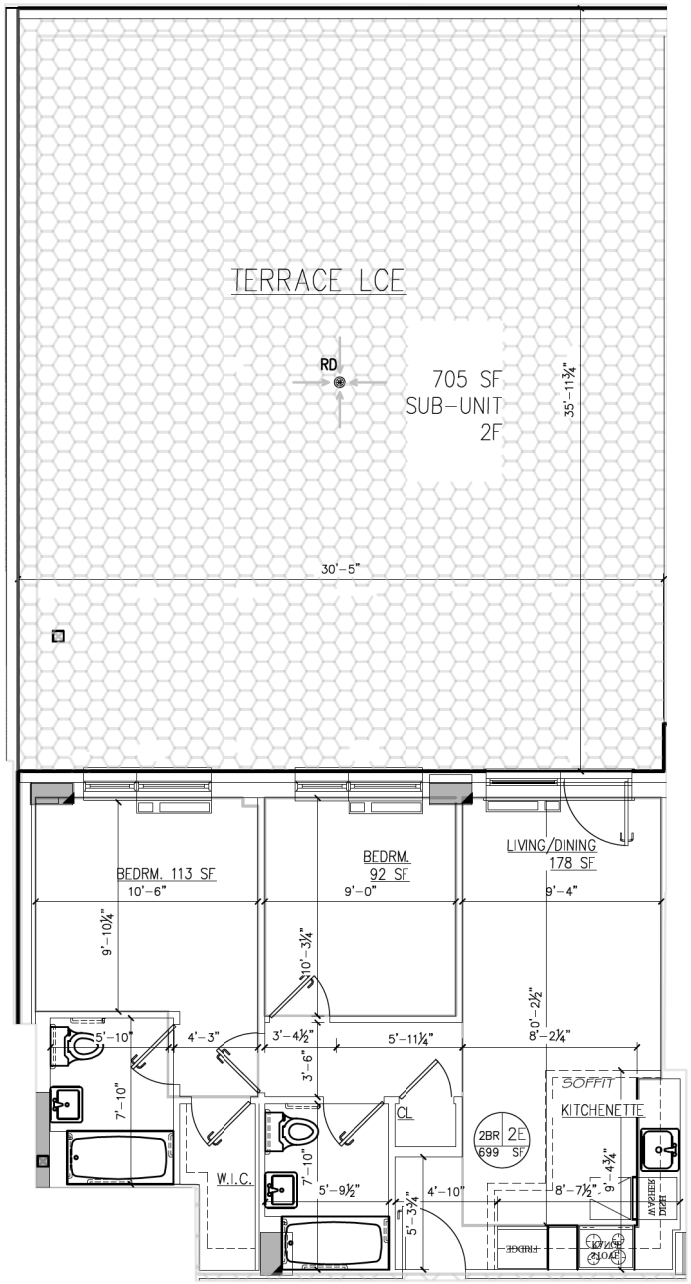
1 BEDROOM
1 BATH ROOM

TOWER UNIT
2D AREA: 466 SQ FT
2D LCE: 547 SQ FT

RESIDENTIAL AREA

LIMITED COMMON AREA

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TOWER UNIT 2E

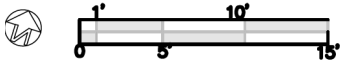
LEVEL - 2ND FLOOR

2 BEDROOM
2 BATH ROOM

TOWER UNIT
2E AREA: 699 SQ FT
2E LCE: 705 SQ FT

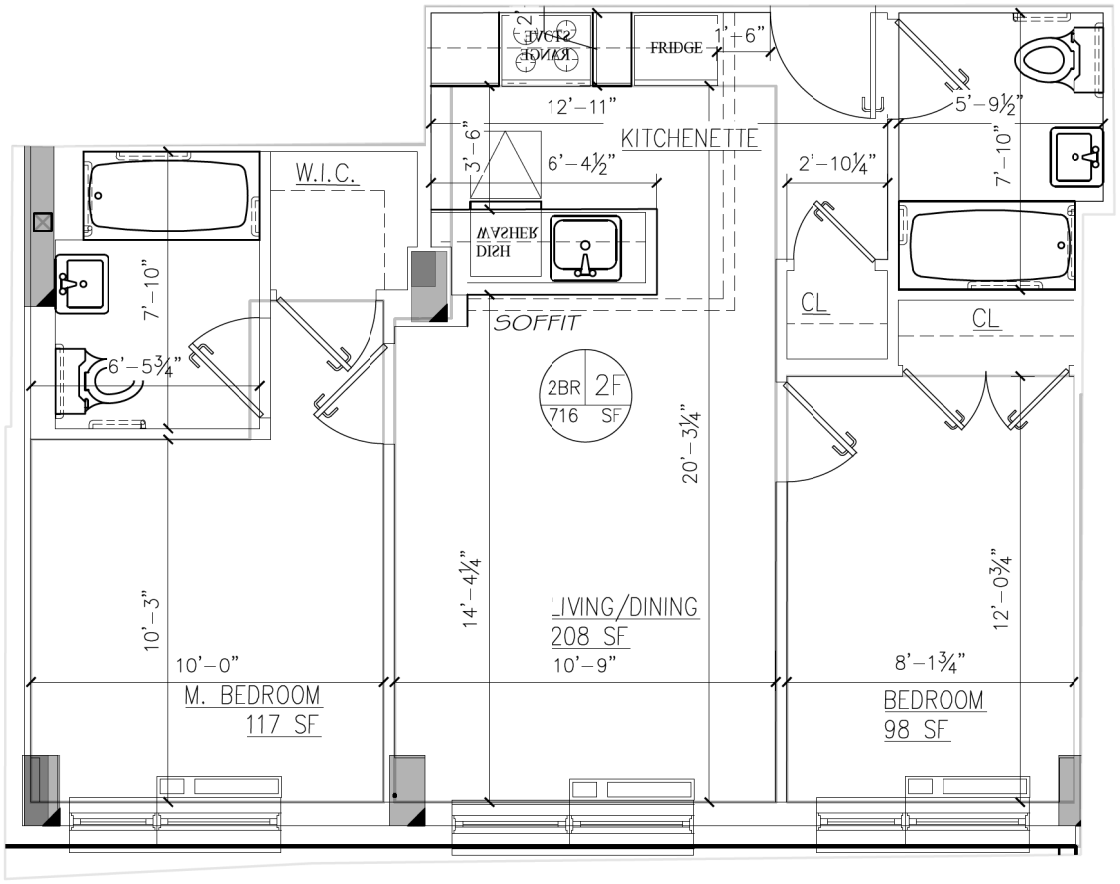
RESIDENTIAL AREA

LIMITED COMMON AREA



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ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN



TOWER UNIT 2F

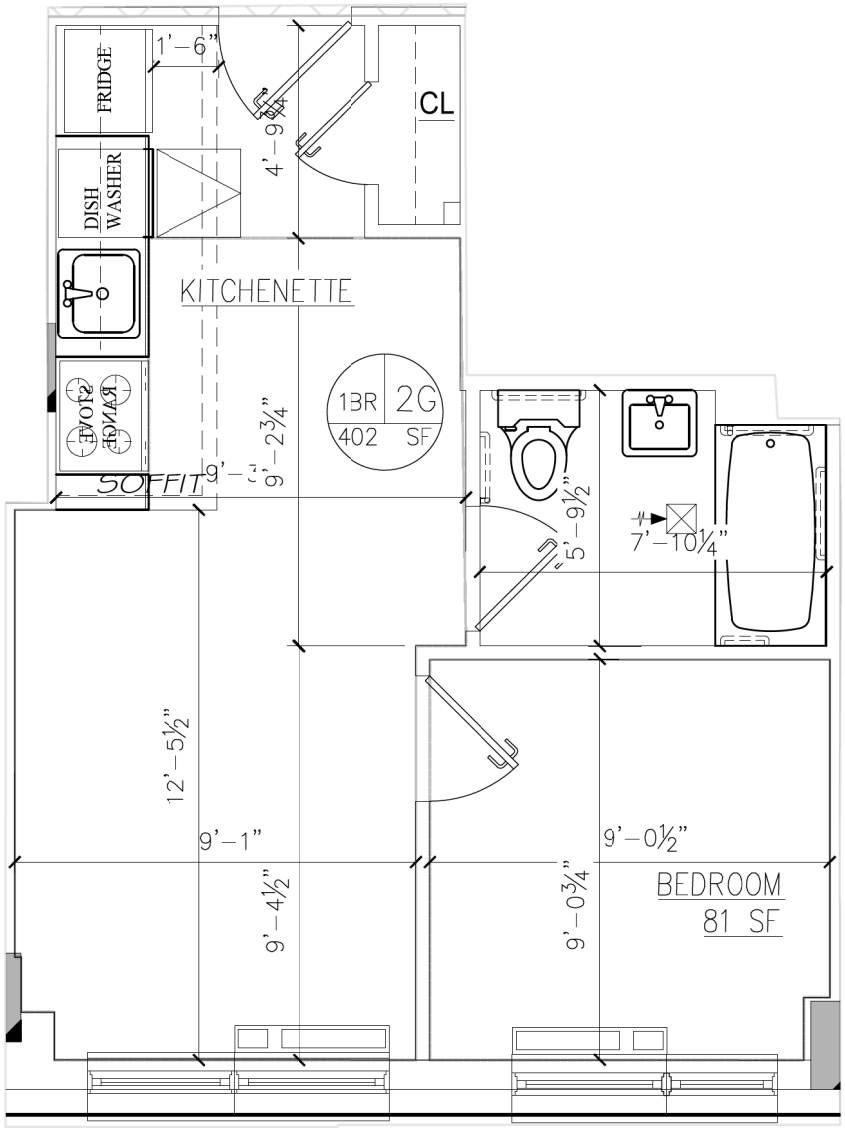
LEVEL - 2ND FLOOR

2 BEDROOM
2 BATH ROOM

TOWER UNIT
2F AREA: 716 SQ FT

RESIDENTIAL AREA

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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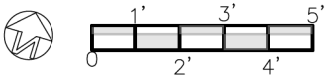
TOWER UNIT 2G

LEVEL - 2ND FLOOR

1 BEDROOM
1 BATH ROOM

TOWER UNIT
2G AREA: 402 SQ FT

RESIDENTIAL AREA

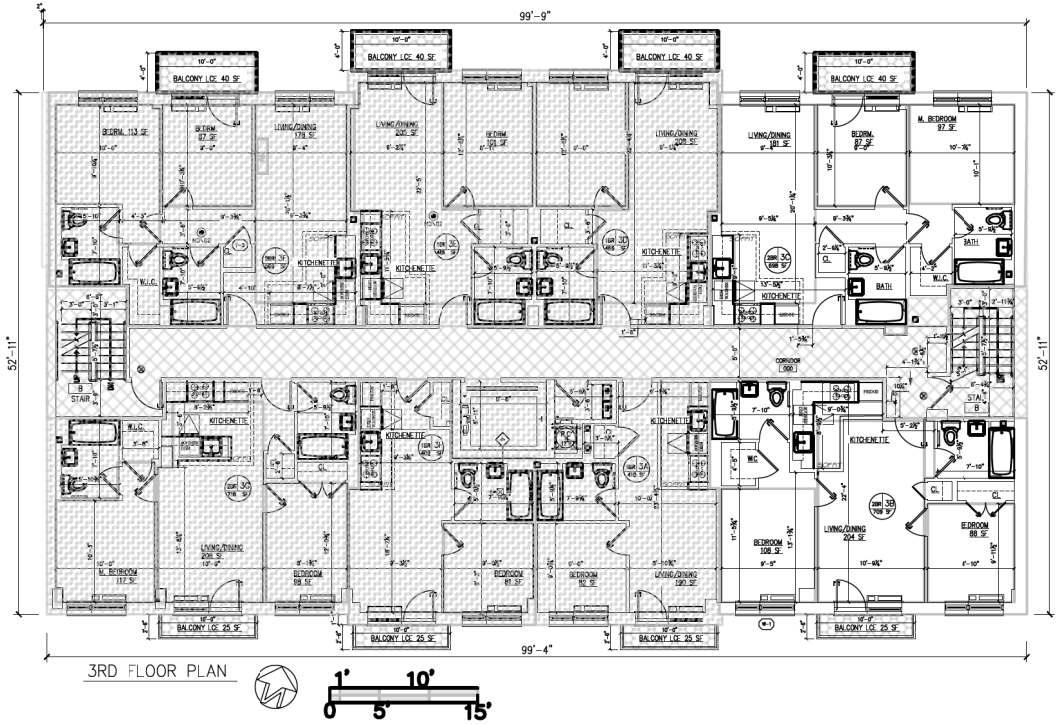


ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

LEVEL - 3RD FLOOR

5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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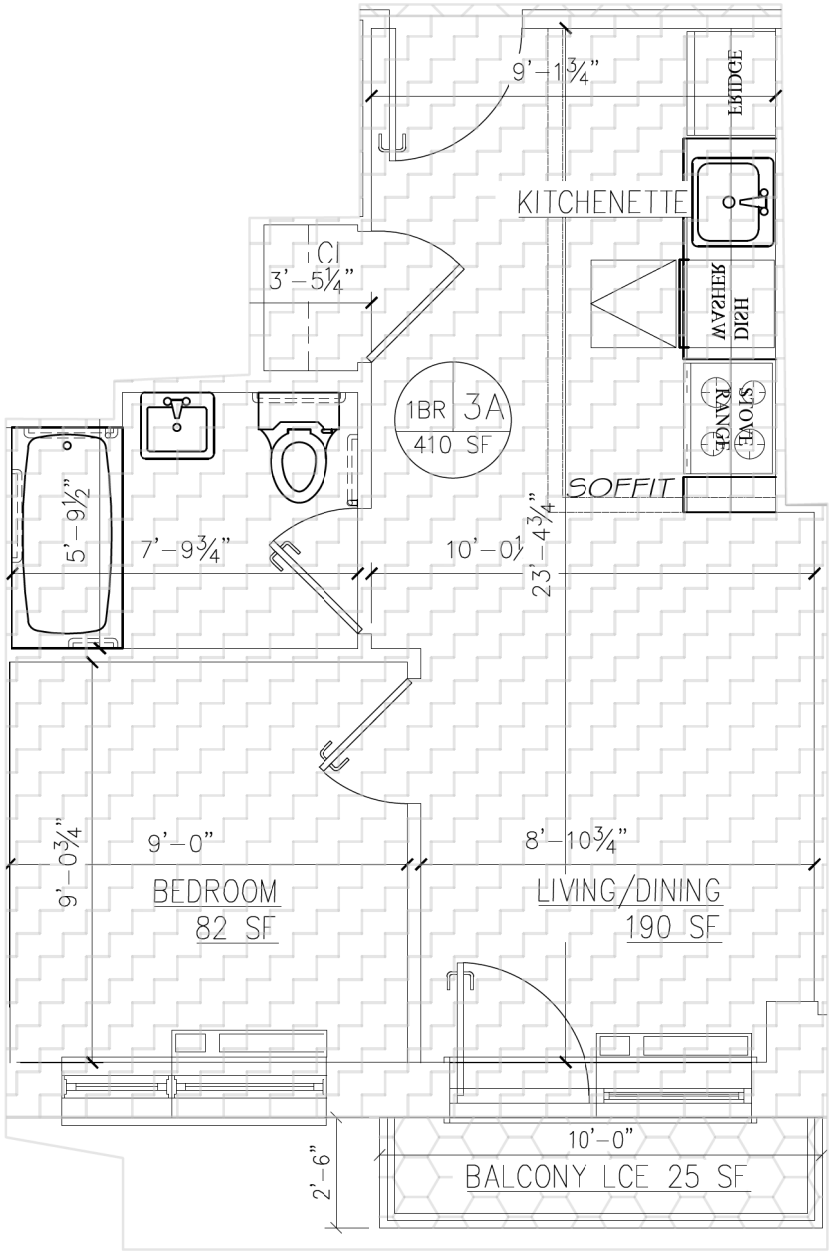
UNIT R1 (RENTAL)

TOWER UNITS

COMMON AREA

LIMITED COMMON ELEMENT

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5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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UNIT R1 3A

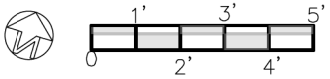
LEVEL - 3RD FLOOR

1 BEDROOM
1 BATH ROOM

UNIT R1 (RENTAL)
3A AREA: 410 SQ FT
3A LCE: 25 SQ SF

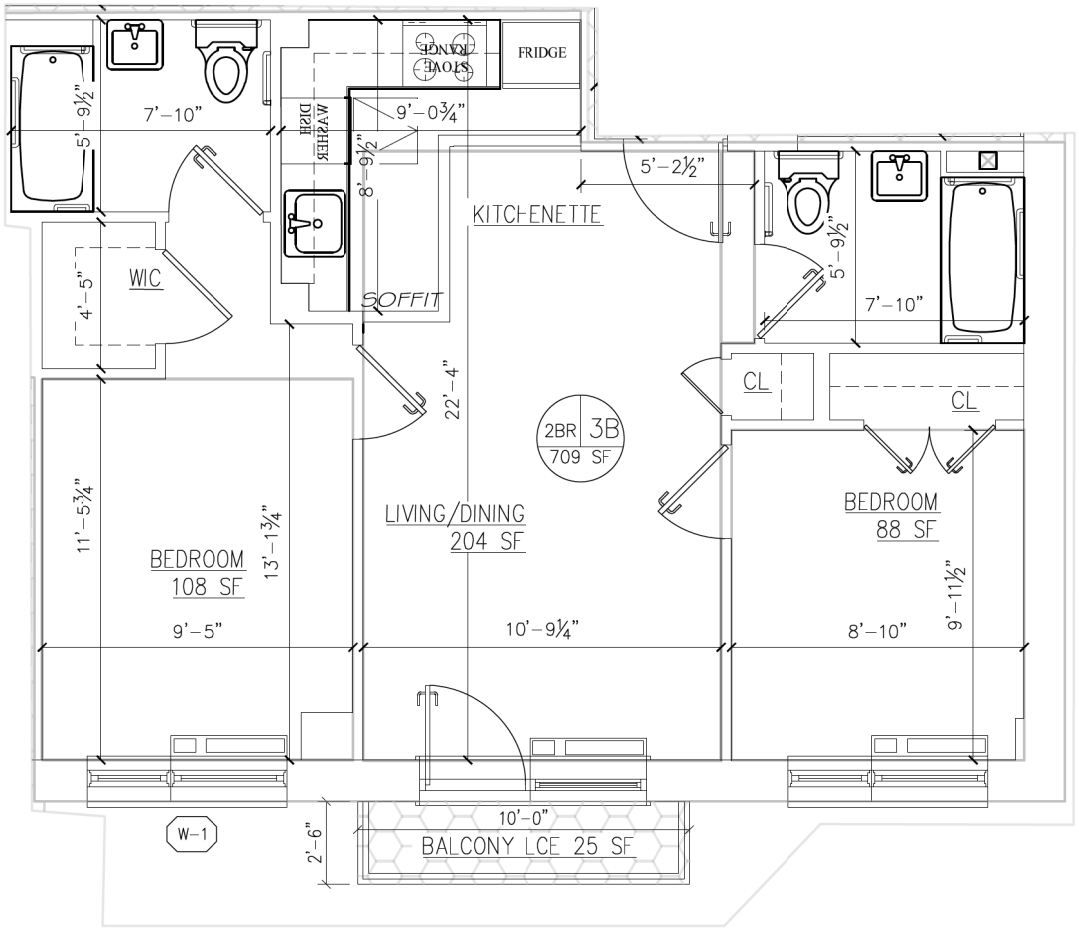
RESIDENTIAL AREA

LIMITED COMMON AREA



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN



TOWER UNIT 3B

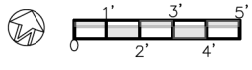
LEVEL - 3RD FLOOR

2 BEDROOM
2 BATH ROOM

TOWER UNIT
3B AREA: 709 SQ FT
3B LCE: 25 SQ FT

RESIDENTIAL AREA

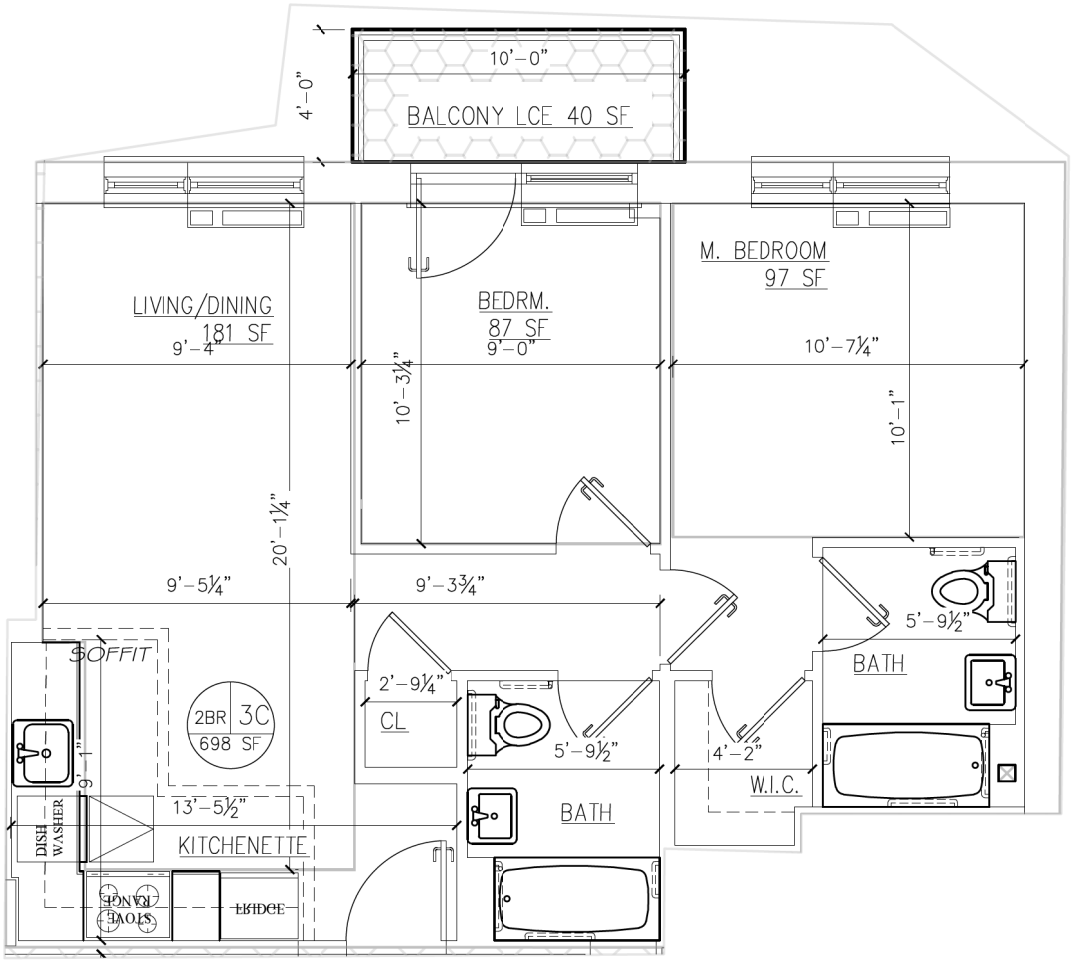
LIMITED COMMON AREA



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN



TOWER UNIT 3C

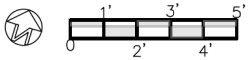
LEVEL - 3RD FLOOR

2 BEDROOM
2 BATH ROOM

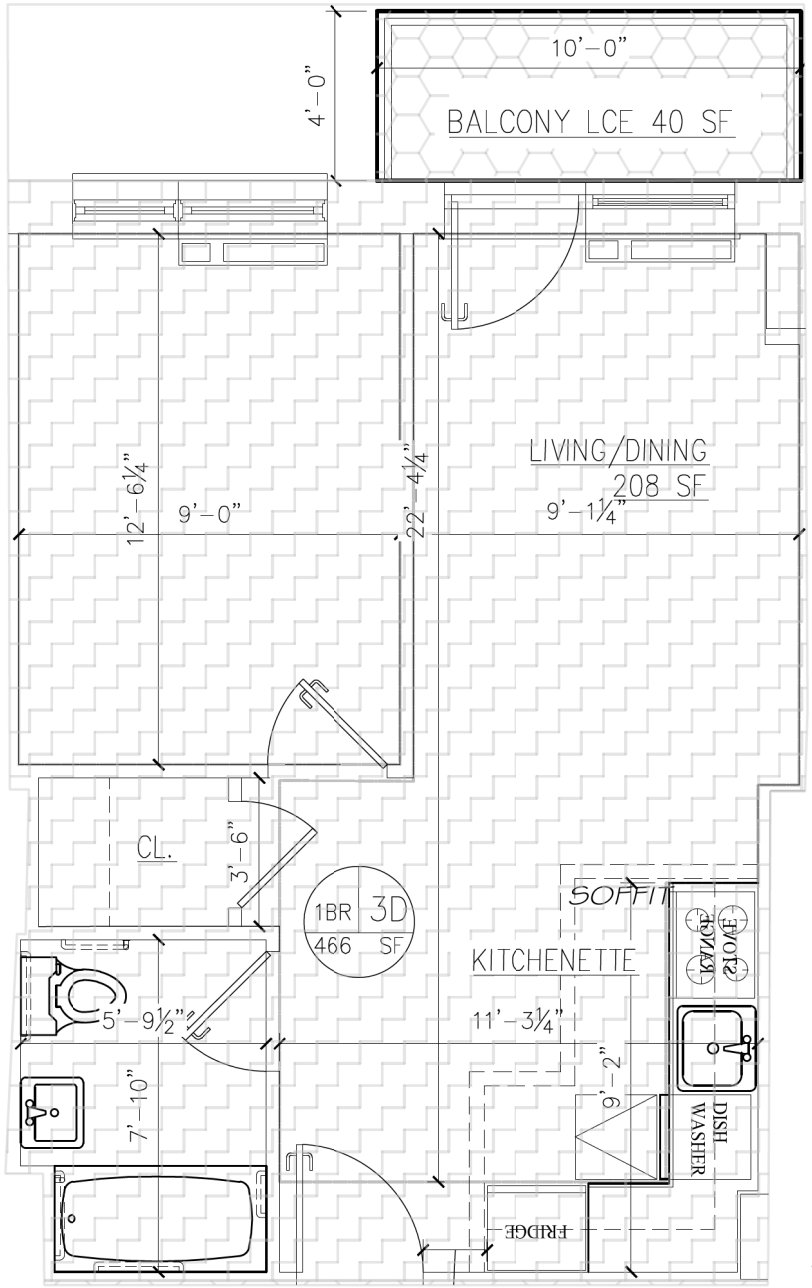
TOWER UNIT
3C AREA: 698 SQ FT
3C LCE: 40 SQ FT

RESIDENTIAL AREA

LIMITED COMMON AREA



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

UNIT R1 3D

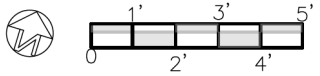
LEVEL - 3RD FLOOR

1 BEDROOM
1 BATH ROOM

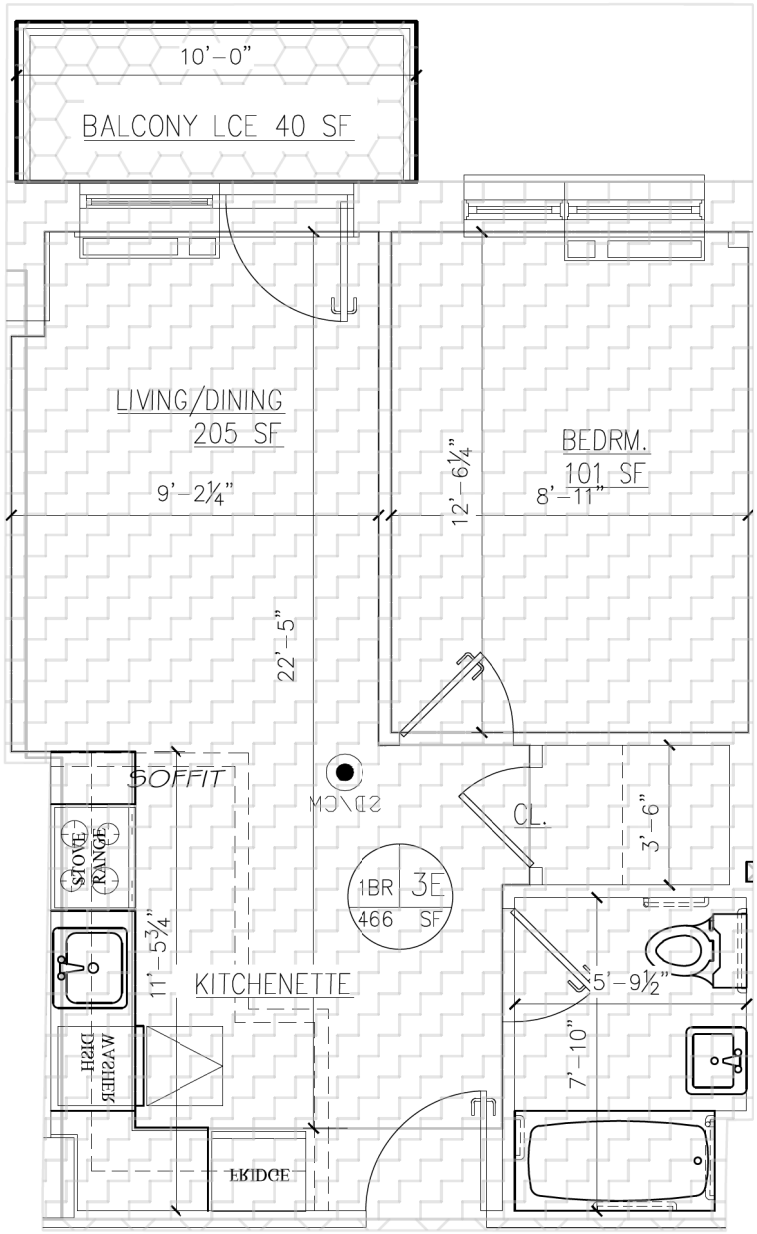
UNIT R1
3D AREA: 466 SQ FT
3D LCE: 40 SQ FT

RESIDENTIAL AREA

LIMITED COMMON AREA



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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UNIT R1 3E

LEVEL - 3RD FLOOR

1 BEDROOM
1 BATH ROOM

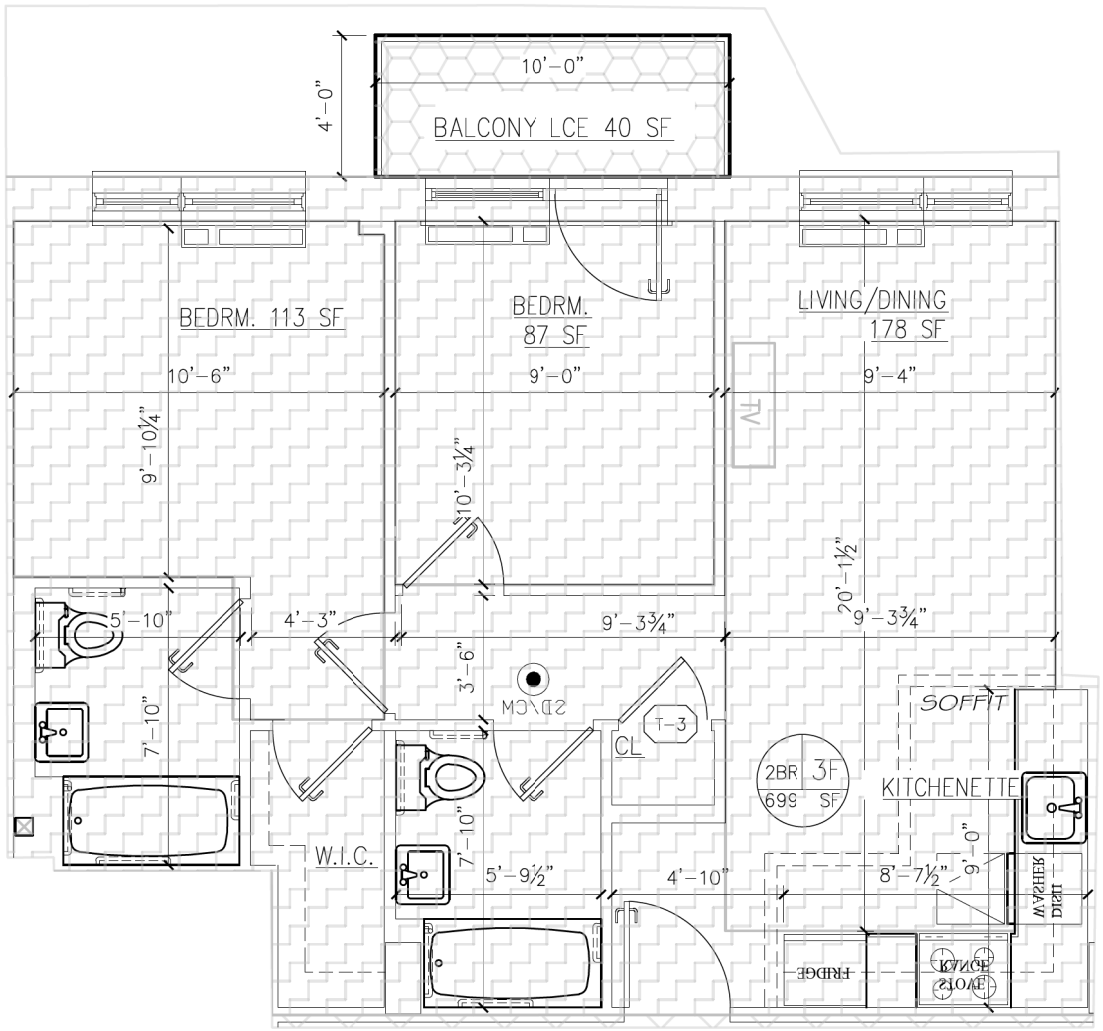
UNIT R1
3E AREA: 466 SQ FT
3E LCE: 40 SQ FT

RESIDENTIAL AREA

LIMITED COMMON AREA

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

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UNIT R1 3F

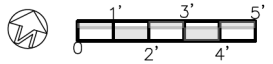
LEVEL - 3RD FLOOR

2 BEDROOM
2 BATH ROOM

UNIT R1
3F AREA: 699 SQ FT
3F LCE: 40 SQ FT

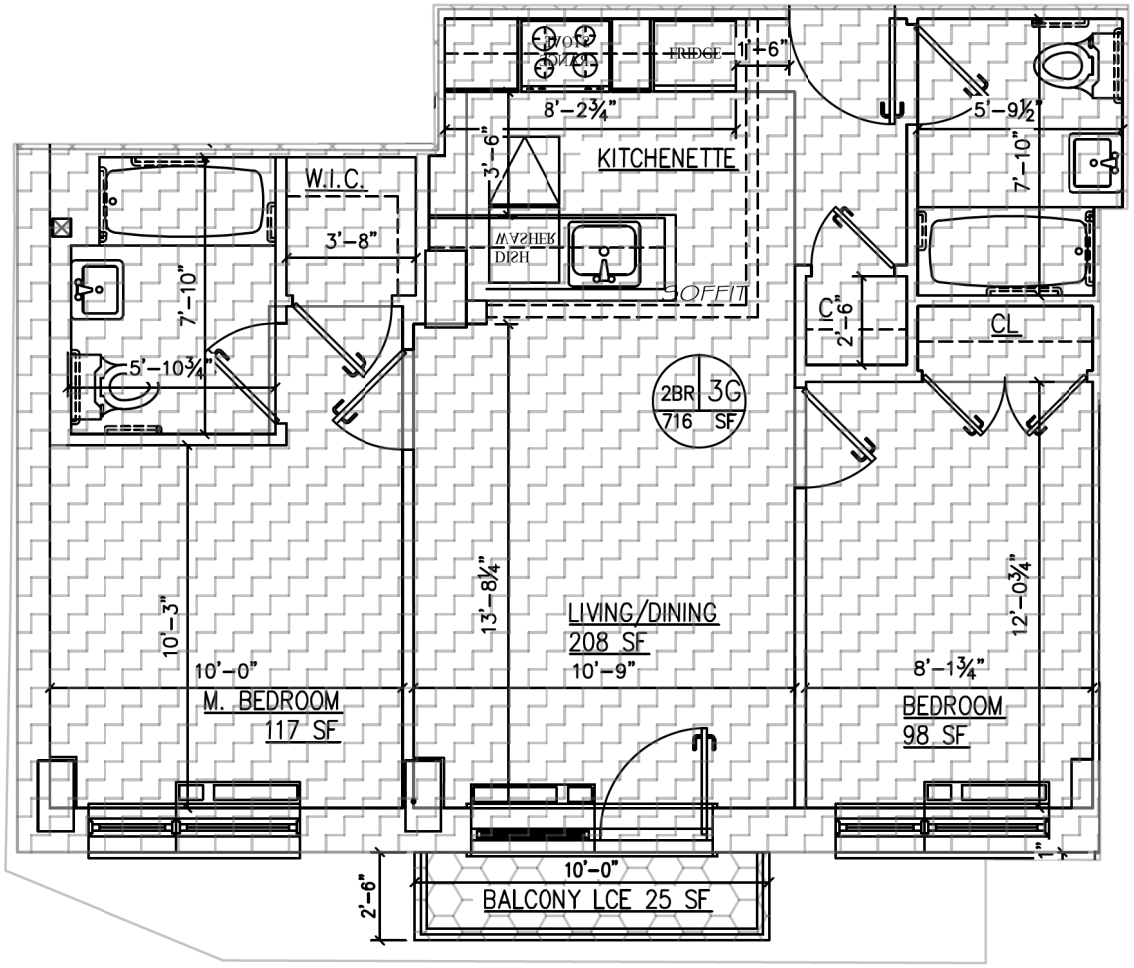
RESIDENTIAL AREA

LIMITED COMMON AREA



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ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN



UNIT R1 3G

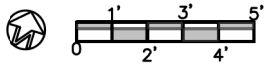
LEVEL - 3RD FLOOR

2 BEDROOM
2 BATH ROOM

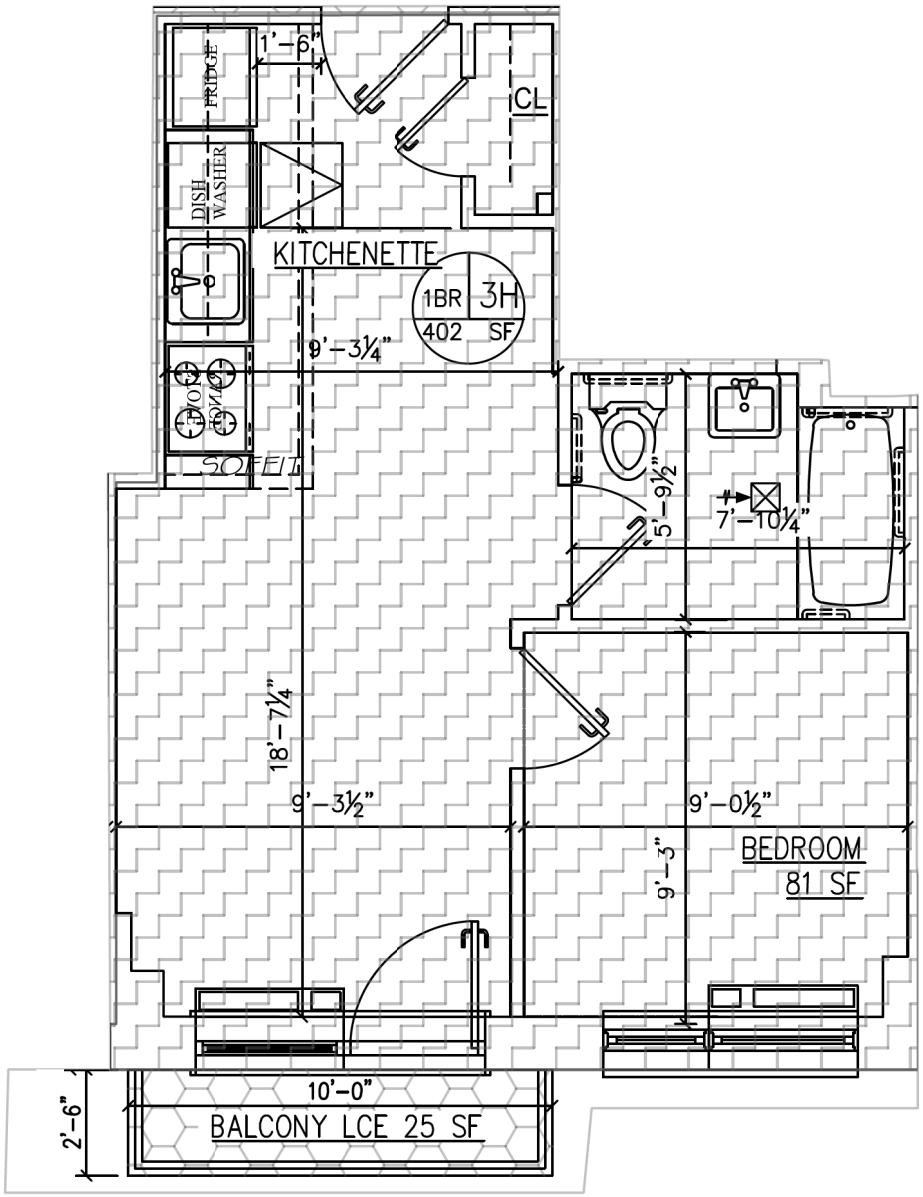
UNIT R1
3G AREA: 716 SQ FT
3G LCE: 25 SQ FT

RESIDENTIAL AREA

LIMITED COMMON AREA



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

UNIT R1 3H

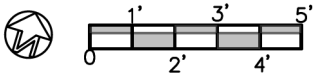
LEVEL - 3RD FLOOR

1 BEDROOM
1 BATH ROOM

UNIT R1
3H AREA: 402 SQ FT

RESIDENTIAL AREA

LIMITED COMMON AREA

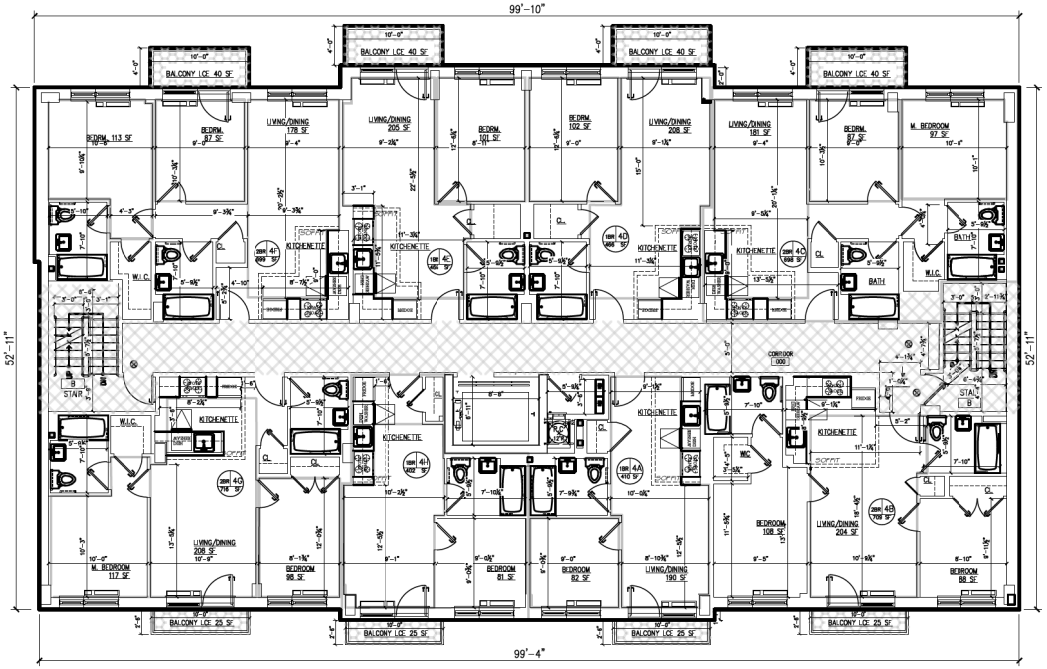


ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

LEVEL - 4TH FLOOR

5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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4TH FLOOR PLAN

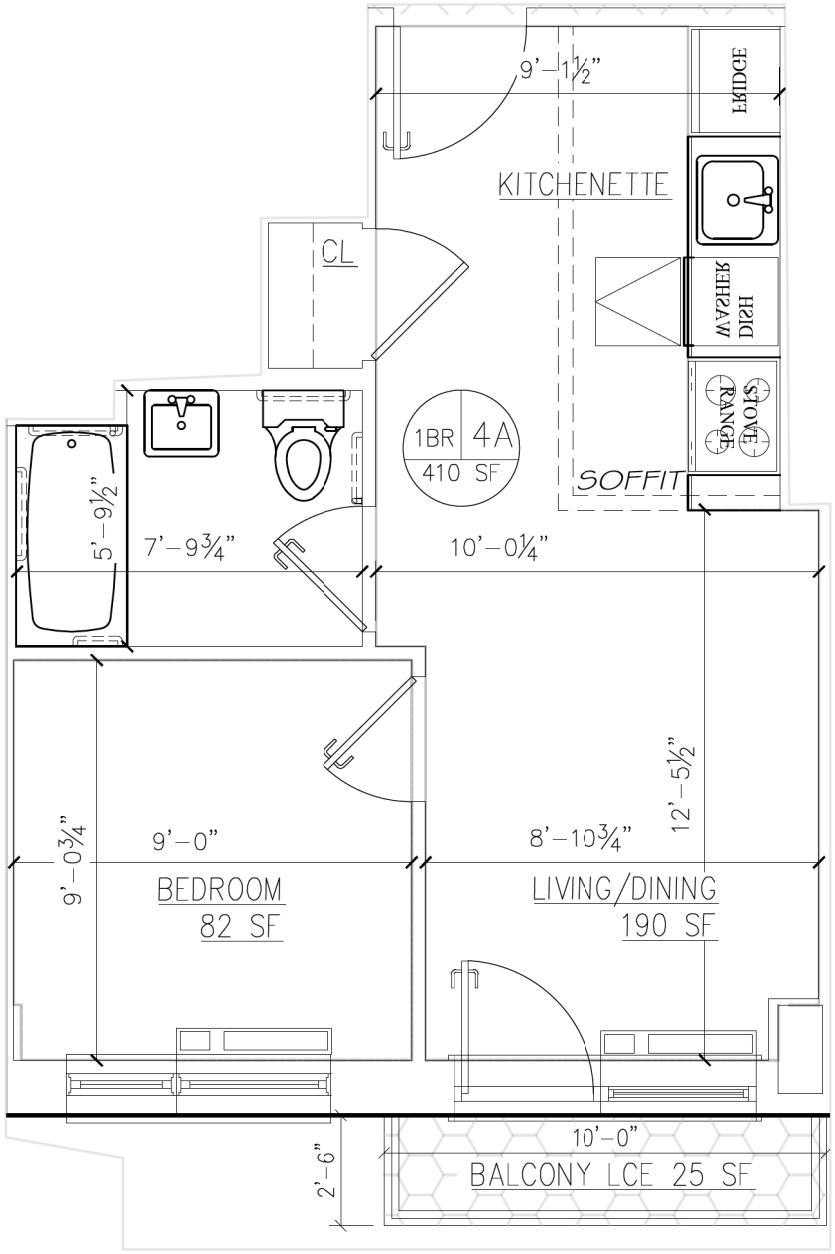
1' 10'
0 5' 15'

TOWER UNITS

COMMON AREA

LIMITED COMMON ELEMENT

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

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TOWER UNIT 4A

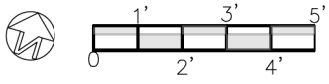
LEVEL - 4TH FLOOR

1 BEDROOM
1 BATH ROOM

TOWER UNIT
4A AREA: 410 SQ FT
4A LCE: 25 SQ SF

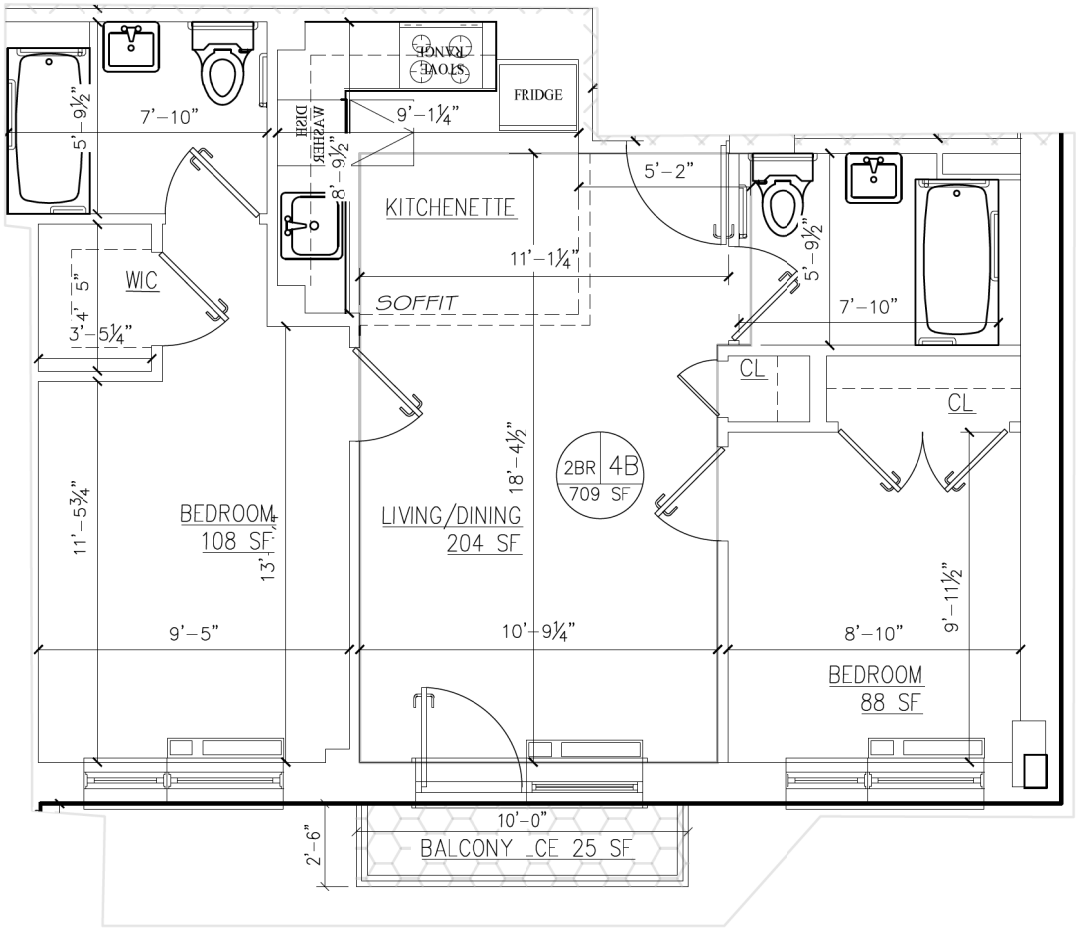
RESIDENTIAL AREA

LIMITED COMMON AREA



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ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN



TOWER UNIT 4B

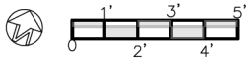
LEVEL - 4TH FLOOR

2 BEDROOM
2 BATH ROOM

TOWER UNIT
4B AREA: 709 SQ FT
4B LCE: 25 SQ FT

RESIDENTIAL AREA

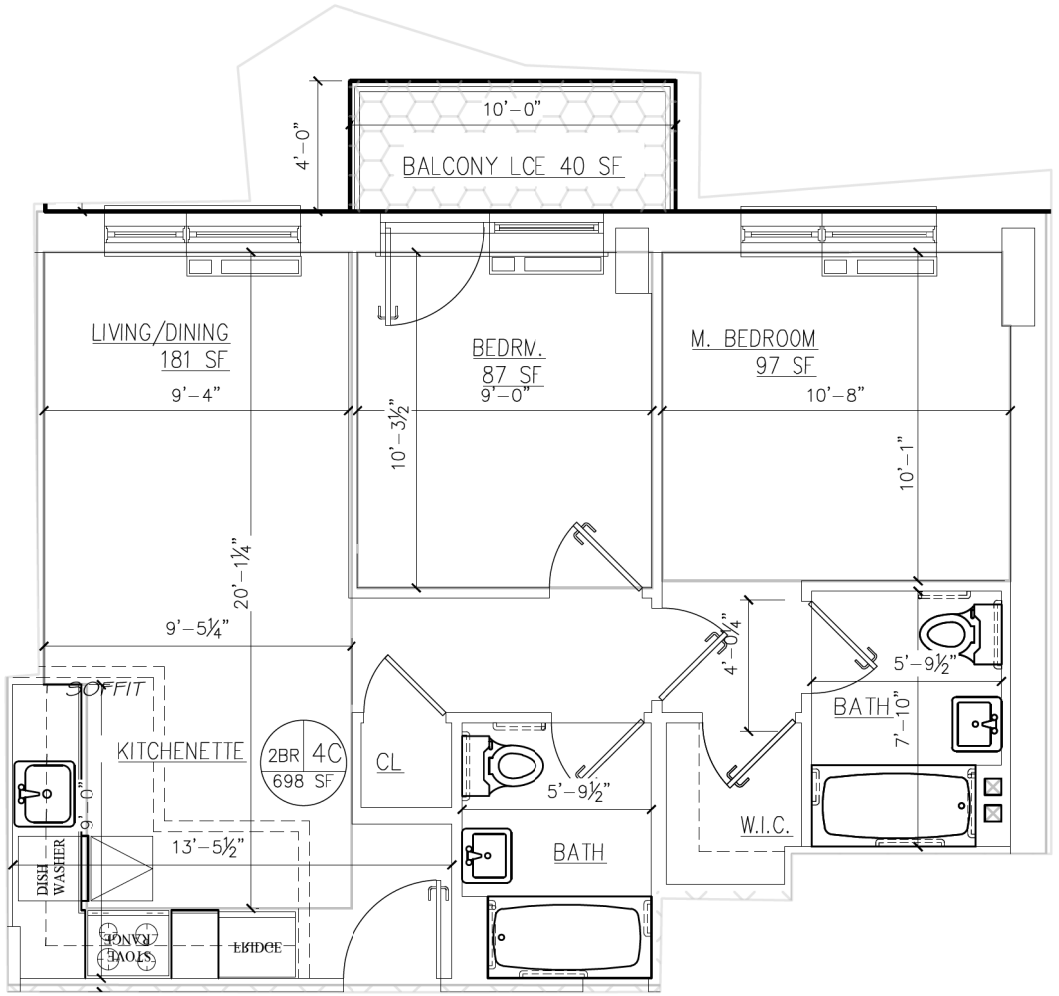
LIMITED COMMON AREA



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN



TOWER UNIT 4C

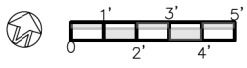
LEVEL - 4TH FLOOR

2 BEDROOM
2 BATH ROOM

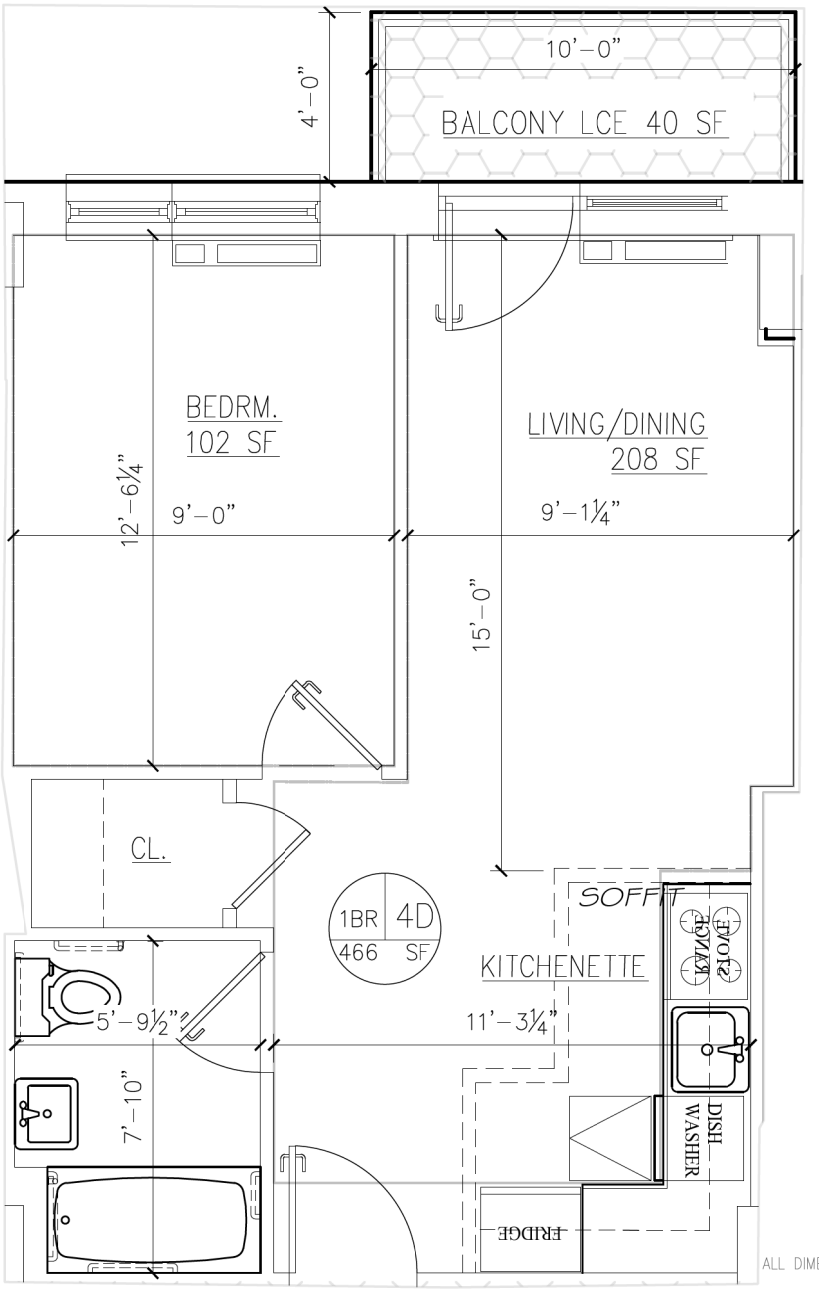
UTOWER UNIT
4C AREA: 698 SQ FT
4C LCE: 40 SQ FT

RESIDENTIAL AREA

LIMITED COMMON ELEMENT



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

TOWER UNIT 4D

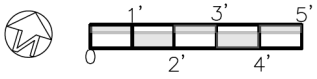
LEVEL - 4TH FLOOR

1 BEDROOM
1 BATH ROOM

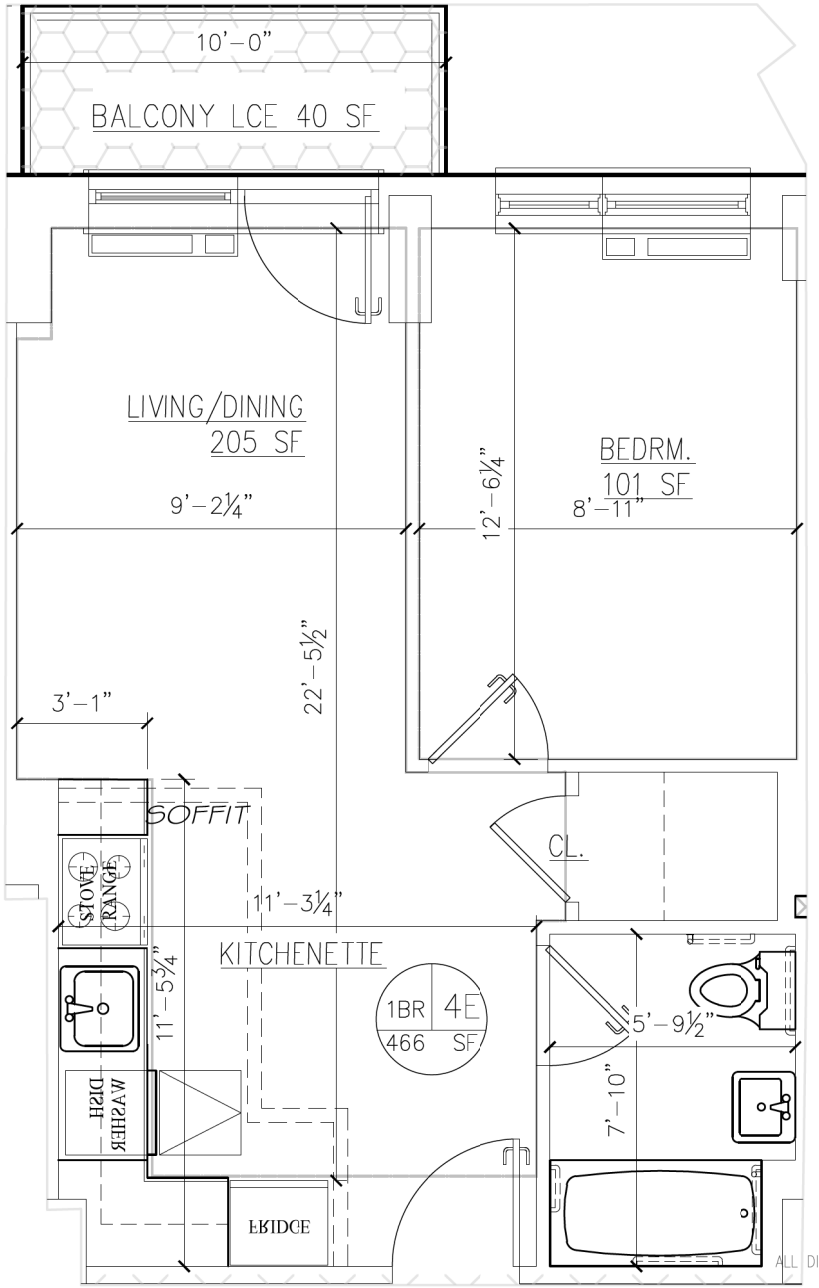
TOWER UNIT
4D AREA: 466 SQ FT
4D LCE: 40 SQ FT

RESIDENTIAL AREA

LIMITED COMMON AREA



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

TOWER UNIT 4E

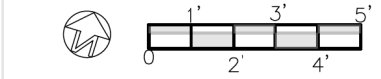
LEVEL - 4TH FLOOR

1 BEDROOM
1 BATH ROOM

TOWER UNIT
4E AREA: 466 SQ FT
4E LCE: 40 SQ FT

RESIDENTIAL AREA

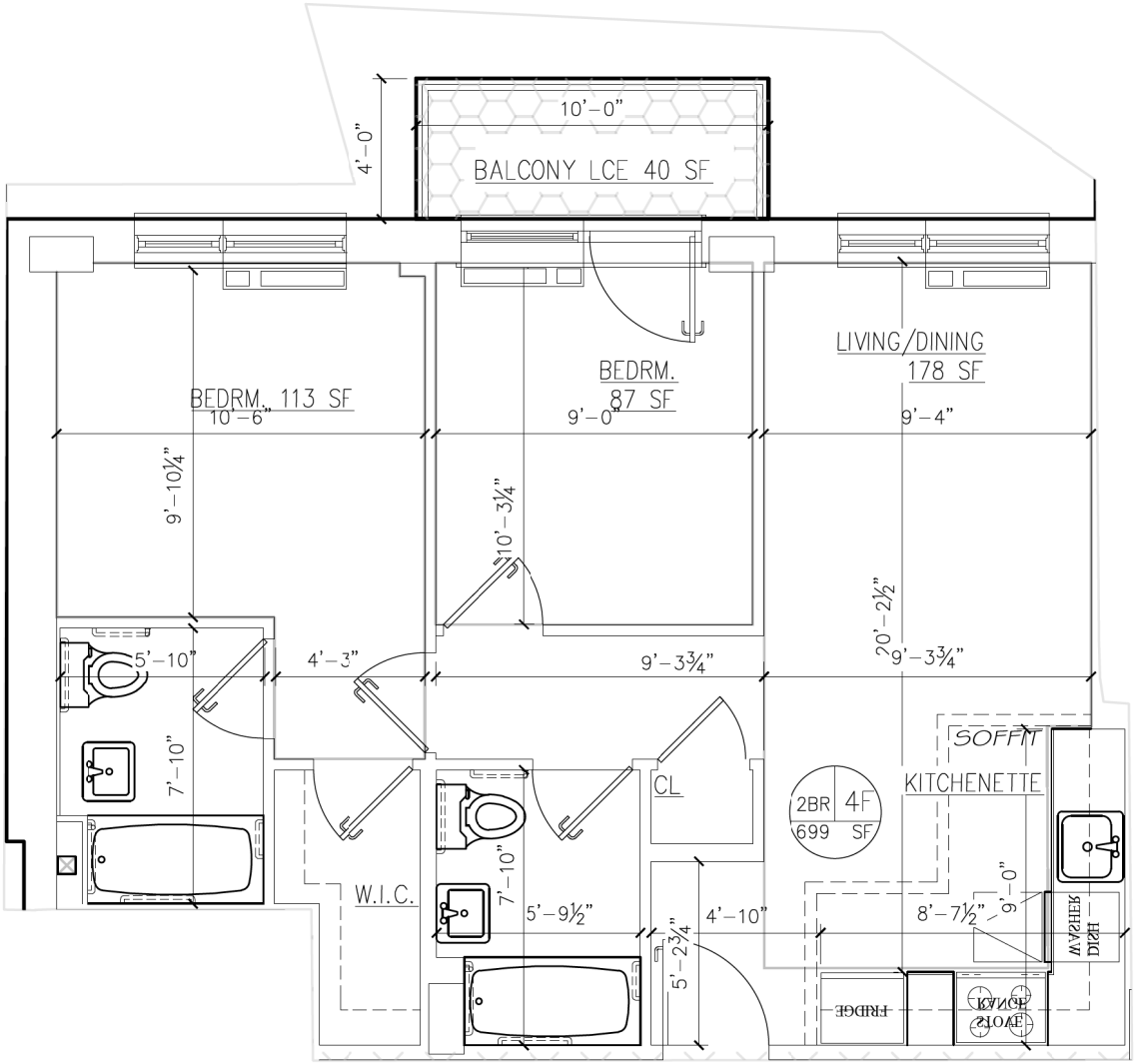
LIMITED COMMON AREA



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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TOWER UNIT 4F

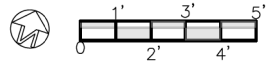
LEVEL - 4TH FLOOR

2 BEDROOM
2 BATH ROOM

TOWER UNIT
4F AREA: 699 SQ FT
4F LCE: 40 SQ FT

RESIDENTIAL AREA

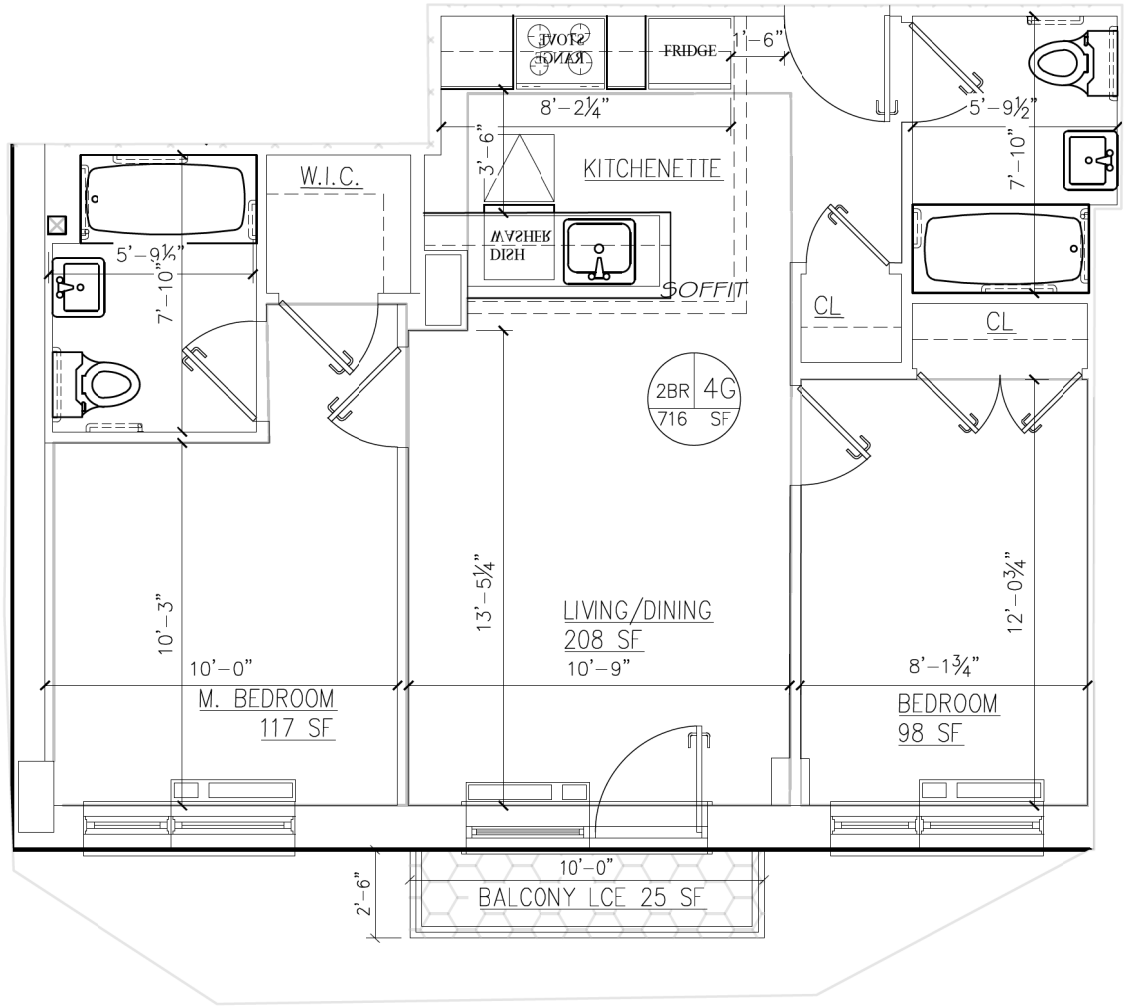
LIMITED COMMON AREA



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5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

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TOWER UNIT 4G

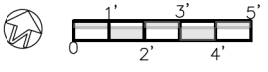
LEVEL - 4TH FLOOR

2 BEDROOM
2 BATH ROOM

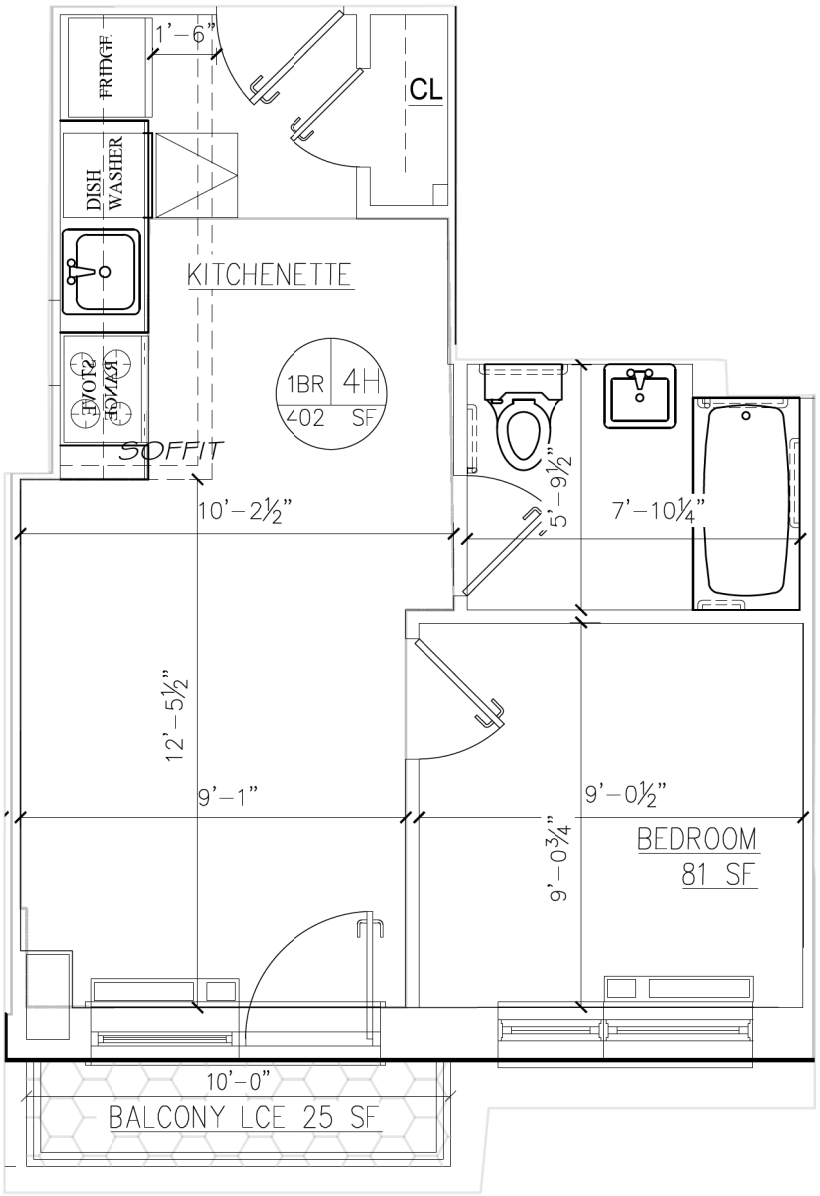
TOWER UNIT
4G AREA: 716 SQ FT

RESIDENTIAL AREA

LIMITED COMMON ELEMENT



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.



5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

TOWER UNIT 4H

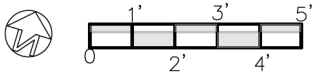
LEVEL - 4TH FLOOR

1 BEDROOM
1 BATH ROOM

TOWER UNIT
4H AREA: 402 SQ FT
4H LCE: 25 SQ FT

RESIDENTIAL AREA

LIMITED COMMON ELEMENT



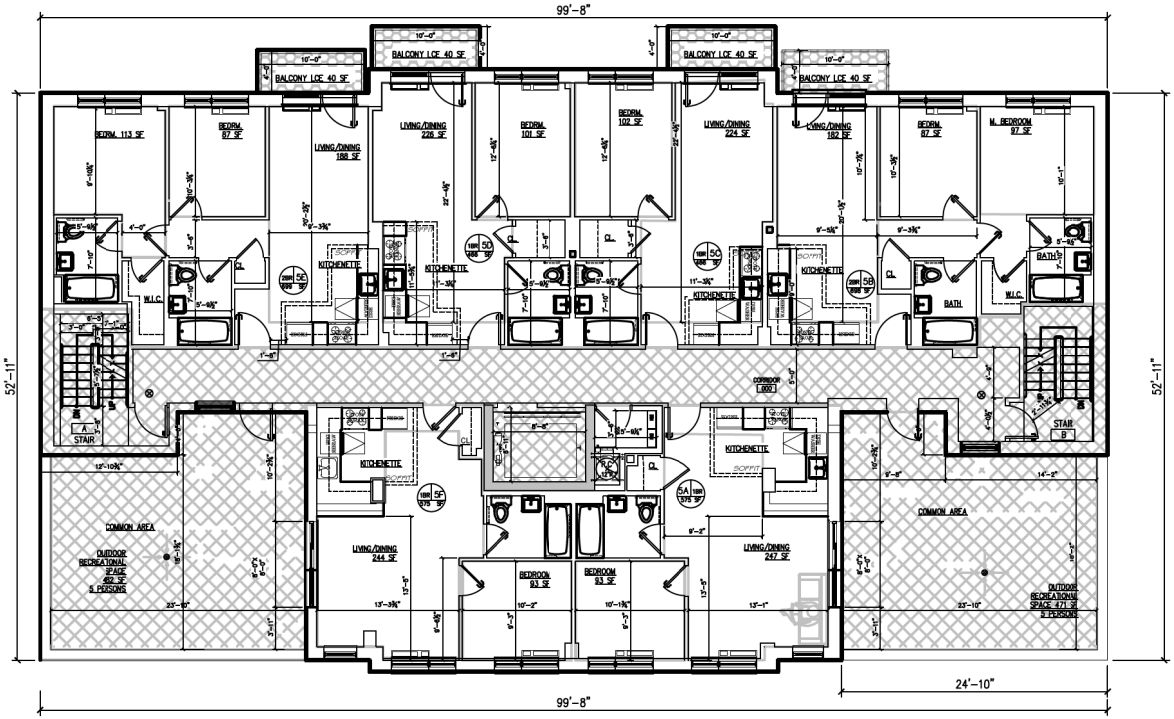
ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

LEVEL - 5TH FLOOR

5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

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5TH FLOOR PLAN

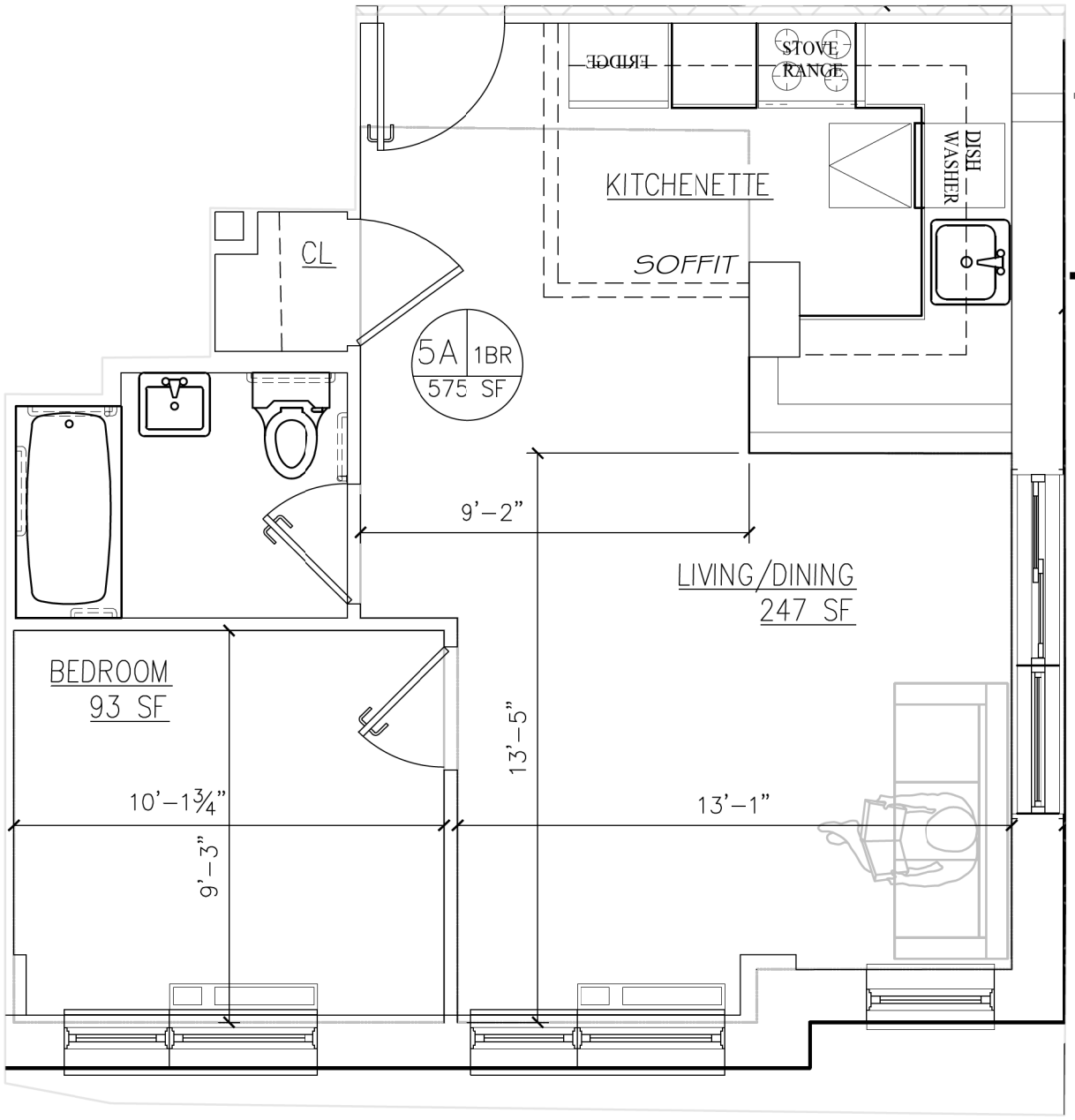
1' 0 10' 5' 15'

TOWER UNITS

COMMON AREA

LIMITED COMMON ELEMENT

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCI



5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

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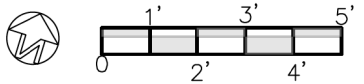
TOWER UNIT 5A

LEVEL - 5TH FLOOR

1 BEDROOM
1 BATH ROOM

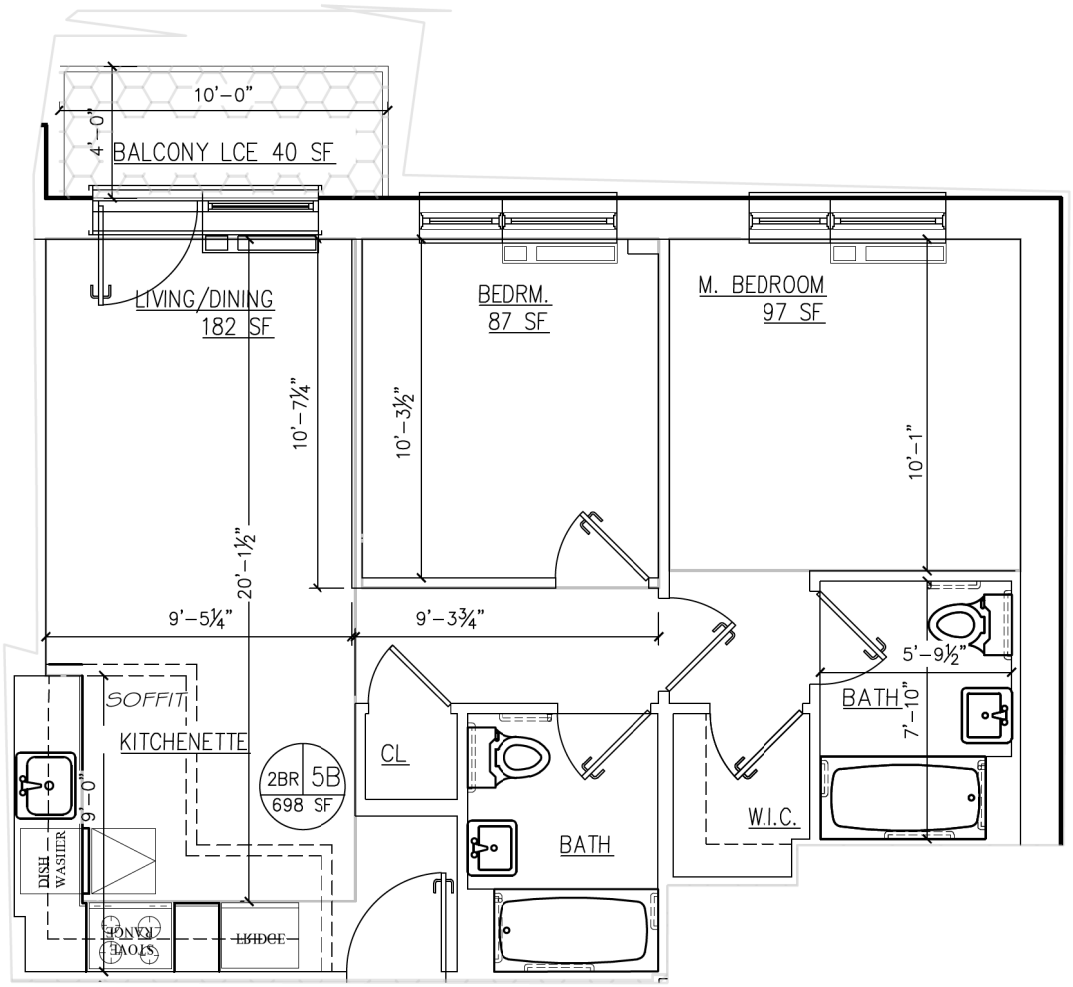
TOWER UNIT
5A AREA: 575 SQ FT

RESIDENTIAL AREA



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ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN



TOWER UNIT 5B

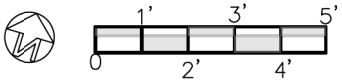
LEVEL - 5TH FLOOR

2 BEDROOM
2 BATH ROOM

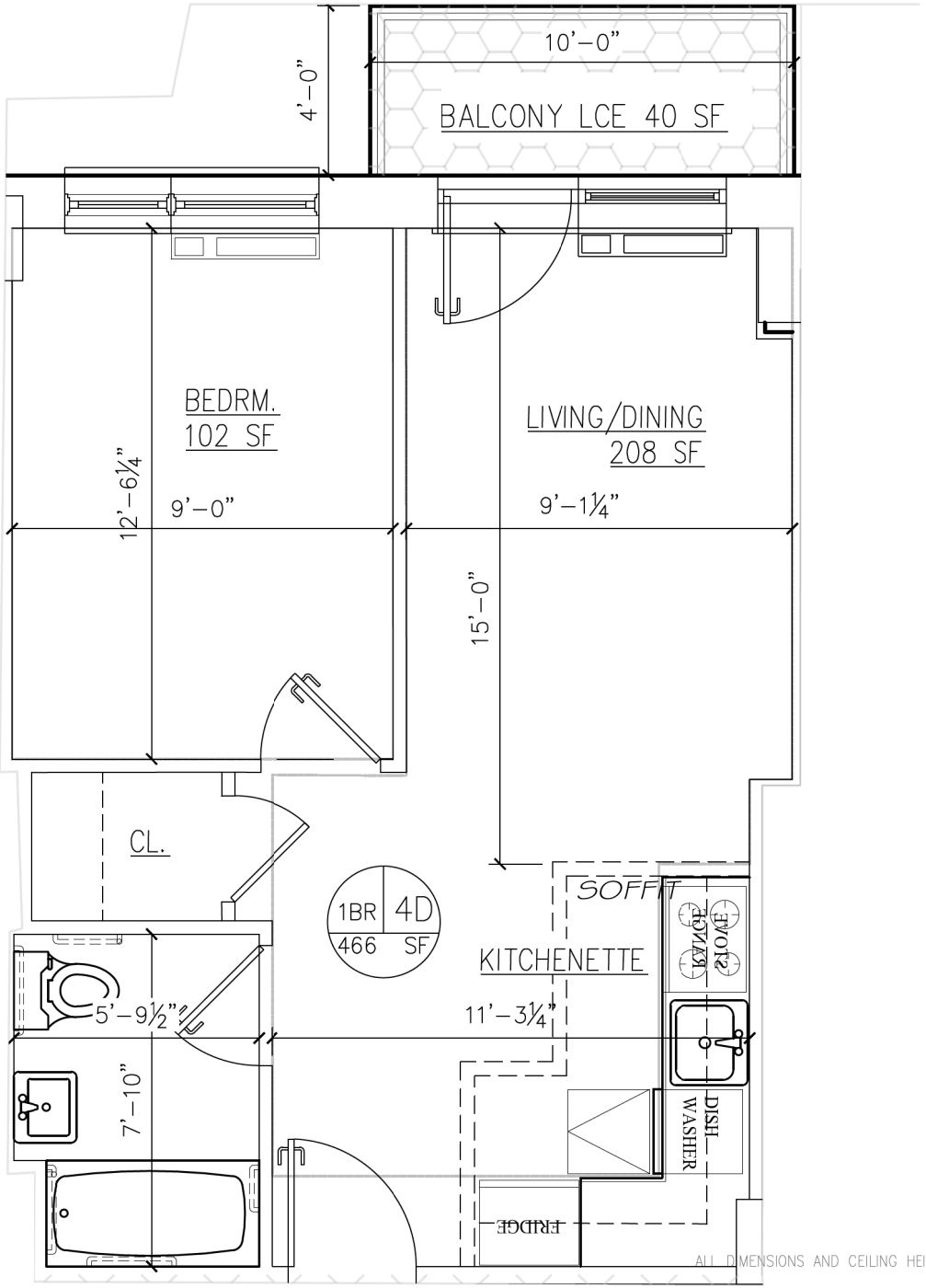
TOWER UNIT
5B AREA: 698 SQ FT
5B LCE: 40 SQ FT

RESIDENTIAL AREA

LIMITED COMMON ELEMENT



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCI



5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

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TOWER UNIT 5C

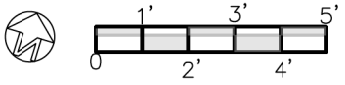
LEVEL - 5TH FLOOR

1 BEDROOM
1 BATH ROOM

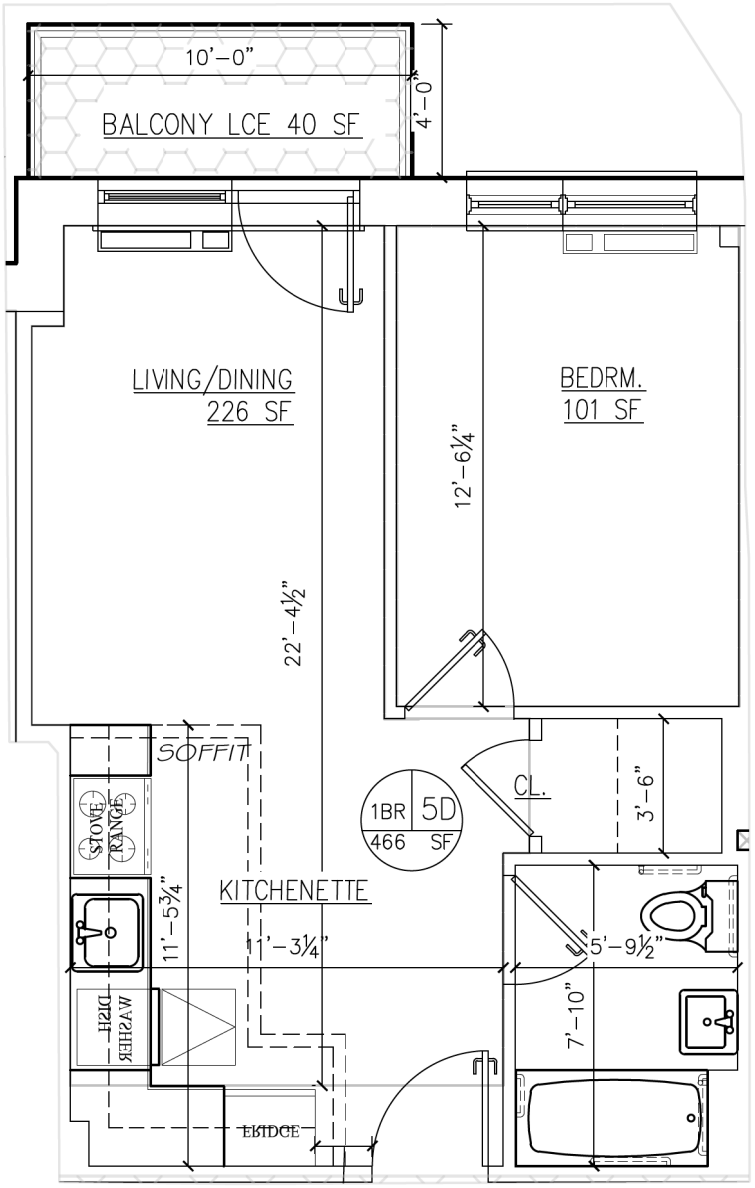
TOWER UNIT
5C AREA: 466 SQ FT
5C LCE: 40 SQ FT

RESIDENTIAL AREA

LIMITED COMMON ELEMENT



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCE



5 STORIES CONDO

163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

TOWER UNIT 5D

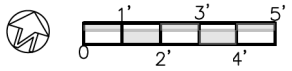
LEVEL - 5TH FLOOR

1 BEDROOM
1 BATH ROOM

TOWER UNIT
5D AREA: 466 SQ FT
5D LCE: 40 SQ FT

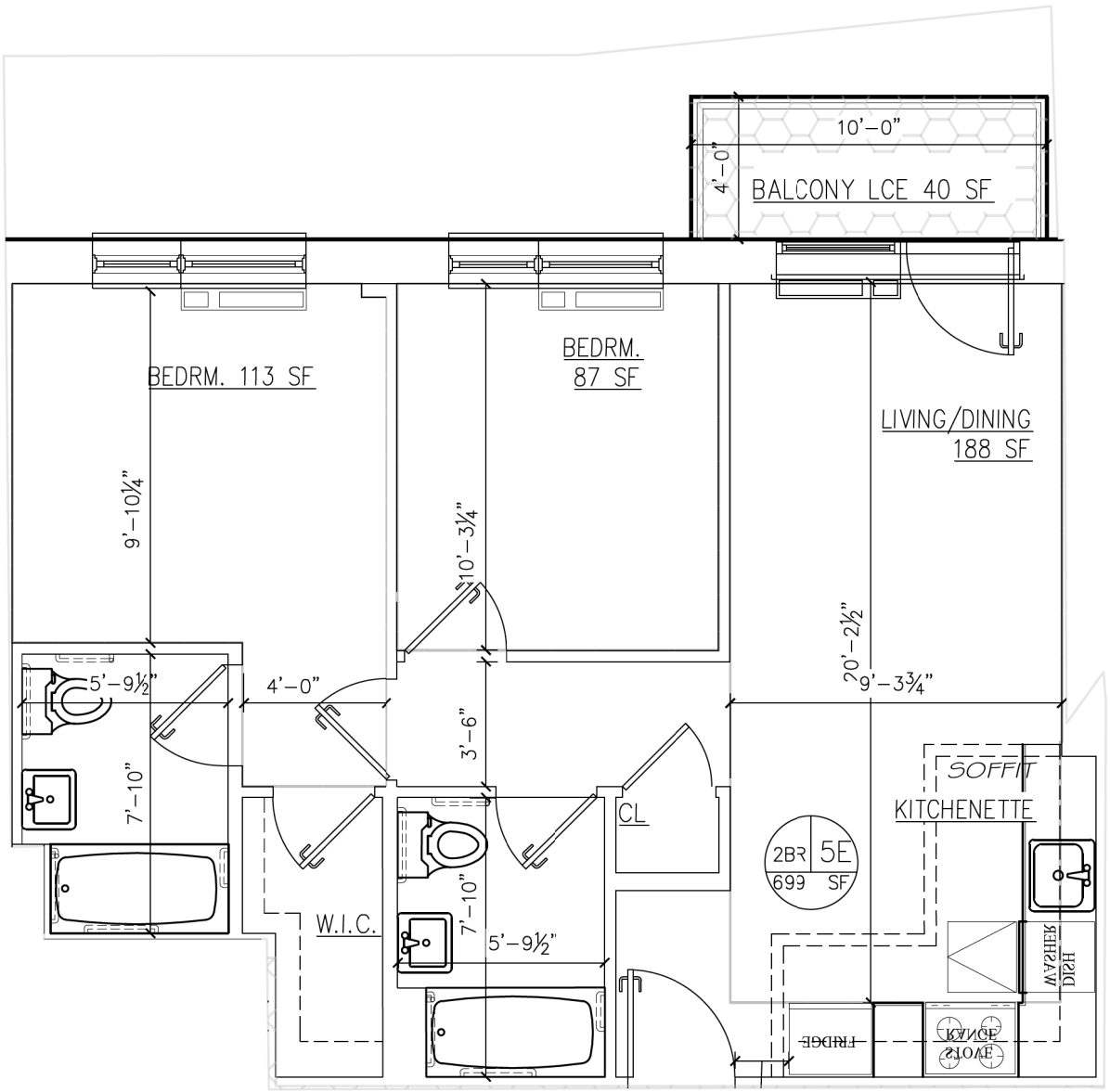
RESIDENTIAL AREA

LIMITED COMMON ELEMENT



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCI

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN



TOWER UNIT 5E

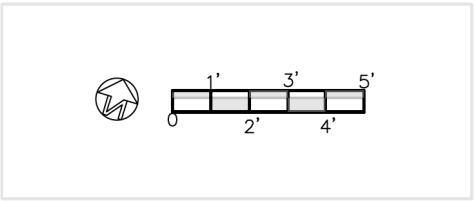
LEVEL - 5TH FLOOR

2 BEDROOM
2 BATH ROOM

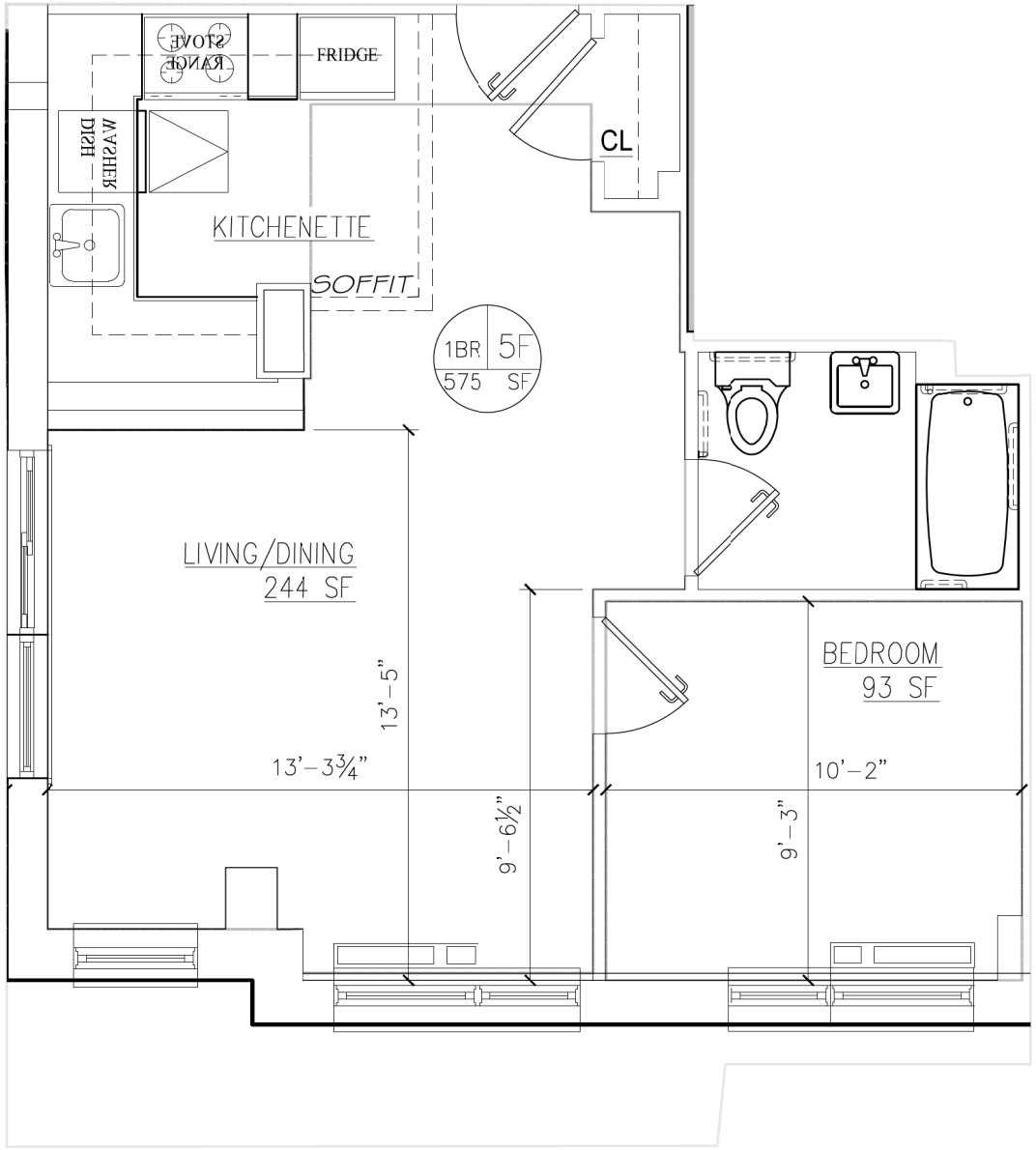
TOWER UNIT
5E AREA: 699 SQ FT
5E LCE: 40 SQ FT

RESIDENTIAL AREA

LIMITED COMMON ELEMENT



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCE



5 STORIES CONDO
163-07 72ND AVENUE QUEENS, NY 11365

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

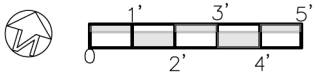
TOWER UNIT 5F

LEVEL - 5TH FLOOR

1 BEDROOM
1 BATH ROOM

TOWER UNIT
5F AREA: 575 SQ FT

RESIDENTIAL AREA

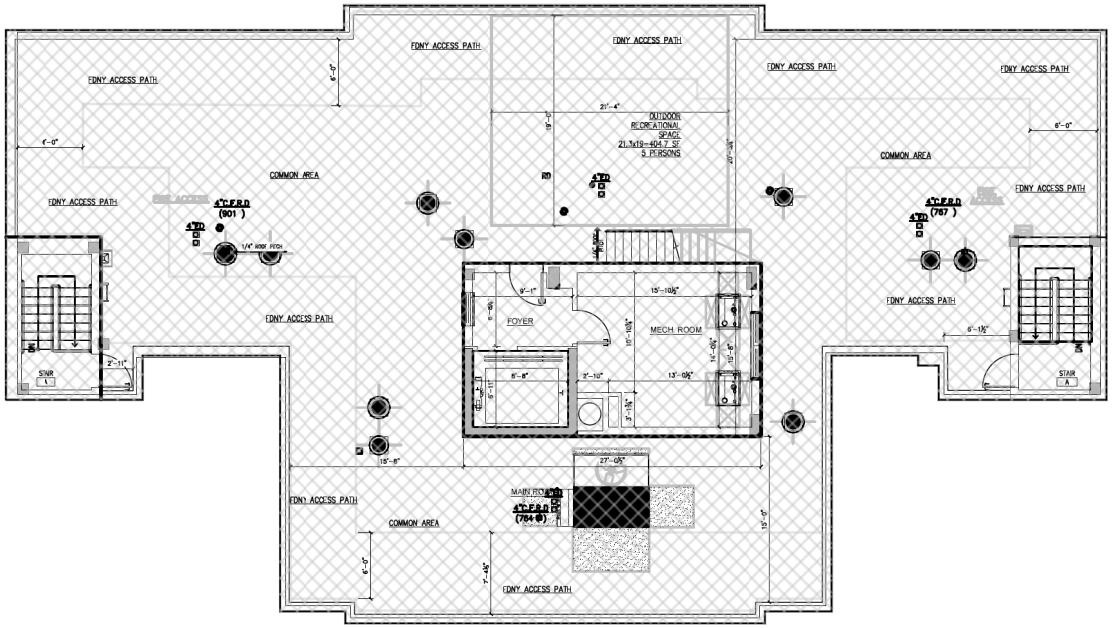


ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

ROOF LEVEL PLAN

ROOF LEVEL

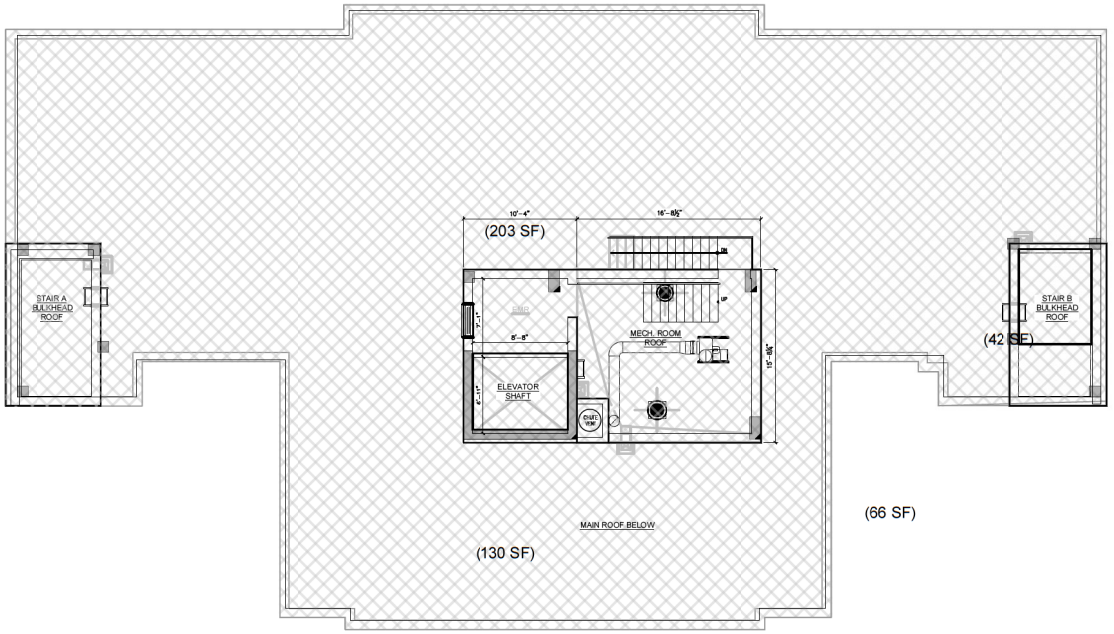


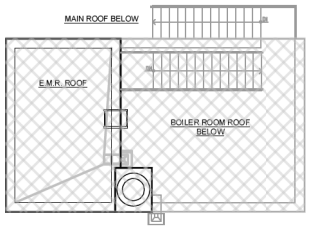
MAIN ROOF LEVEL & BOILER ROOM FLOOR PLAN

ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

ANY PROPOSED CHANGES SHALL BE IMPLEMENTED IN STRICT COMPLIANCE WITH DOB REQUIREMENTS SUBJECT TO THE TERMS OF THE OFFERING PLAN

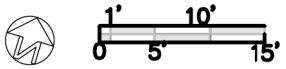
BULKHEAD ROOF PLAN





E.M.R. ROOF PLAN

E.M.R. FLOOR, STAIR BULKHEAD, BOILER ROOM ROOFS & E.M.R. ROOF PLANS



ALL DIMENSIONS AND CEILING HEIGHTS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

SECTION GG

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 163-07 72ND AVENUE, COUNTY OF QUEENS, STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Name of Condominium:	Harvest Plaza Condominium
Name of Declarant:	Top One Development LLC 3050A Whitestone Expressway, A106 Flushing, New York 11354
Date of Original Declaration:	November 15, 2021
Date of Amended and Restated Declaration	July____, 2023
Block:	6802
Lots:	F/K/A 1102 N/K/A------
County:	Queens
	Record and Return To: Attorney for Declarant:
	Lawrence (Lixin) Yang, Esq. Lawrence Lixin Yang, P. C. 136-20 38th Avenue, Suite 3A-1 Flushing, New York 11354-4278

The land affected by the within instrument lies in Block 6802 and Lots hereby affected are 1101 and 1102 on the Tax Map of the City of New York, Borough of Queens, State of New York.

AMENDED AND RESTATED
DECLARATION OF HARVEST PLAZA CONDOMINIUM

[Pursuant to Article 9-B of the Real Property Law
of the State of New York]

THIS AMENDED AND RESTATED DECLARATION OF HARVEST PLAZA CONDOMINIUM (the "**Amended and Restated Declaration**") is made as of July___, 2023 by Top One Development LLC, a New York limited liability company with an office at 3050A Whitestone Expressway, A106, Flushing, NY11354 (the "**Declarant**").

WIIEREAS, the Condominium was created by that certain Declaration of Condominium entitled Harvest Plaza Condominium (the "**Original Declaration**") made by the Declarant under Article 9-B of the Real Property Law of the State of New York, dated as of November 15, 2021 and recorded on July 6, 2022 in the Office of the City Register of the City of New York, in City Register File No.: CRFN 2022000267006;

WHEREAS, the floor plans of the Condominium prepared and certified by Anthony Ng, Registered Architect, of Angelo Ng & Anthony Ng Architects Studio, P.C. dated as of June 17, 2022, were recorded in the Office of the City Register of the City of New York on August 29, 2022 in City Register File No.: CRFN 2022000337451 as Condominium Plan No. 1324;

WHEREAS, pursuant to the Original Declaration, among other things, the former Tax Lot 5 were subdivided into Tax Lots 1101 and 1102, in Block 6802, for Unit R1 and Unit RC1 respectively.

WHEREAS, the Declarant is the owner of both Unit R1 and Unit RC1 as of this date;

WHEREAS, the Declarant desires to amend and restate the Original Declaration and Condominium Floor Plans (together with the Condominium By-Laws and the Tower Section By-Laws) and, among other things, to subdivide Unit RC1(Tax Lot 1102) into 39 individual condominium units as described herein below (each of such units so subdivided, a "**Tower Unit**", collectively the "**Tower Units**");

NOW THEREFORE, the Declarant hereby amends and restates the Original Declaration (together with the Condominium By-Laws and the Tower Section By-Laws) in its entirety as set forth below.

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Schedule B-II- Summary of square footages, and percentage interest of Unit R1 and Unit RC1

EXHIBITS
AKA
SECTION HH

Exhibit I- By-Laws of Condominium
Exhibit II- Tower Section By-Laws

AMENDED AND RESTATED
DECLARATION OF HARVEST PLAZA CONDOMINIUM

This Amended and Restated Declaration amends, restates and supersedes in its entirety the terms and provisions contained in the Original Declaration made by the Declarant that was dated as of November 15, 2021 and recorded on July 6, 2022 in the Office of the City Register of the City of New York, in City Register File No.: CRFN 2022000267006.

Article I Submission of Property

By this Declaration, the Declarant submits the property described in this Declaration including, but not limited to the land, the Building (as defined below) and other improvements erected and to be erected thereon, all easement rights, and appurtenances to be erected thereon and all other property real, personal and mixed intended for use in connection therewith to the provisions of Article 9-B of the Real Property Law of the State of New York.

Article II Description of Property

The Declarant owns that certain plot, piece of parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of Queens and State of New York, consisting of one (1) building which contains the cellar, 1st through 5th floors, roof and bulkhead (Hereinafter the "Building"). The Building is a commercial/residential mixed building which contains one (1) residential unit with six residential rental apartments (Hereinafter the "Unit R1"), located on portion of the third floor only, and one (1) residential-commercial mixed unit (Hereinafter the "Unit RC1"). Unit RC1 is hereby subdivided into twenty-three (23) residential units, three (3) community facility, one (1) parking lot unit with fifteen (15) valet parking spaces, and twelve (12) tenant storage unit(s) (Hereinafter each unit resulting from the subdivision of Unit RC1, a "Tower Unit", collectively the "Tower Units"), as being described in Schedule B-I hereto annexed, with a summary of square footages, and percentage interest of Unit R1 and Unit RC1 described in Schedule B-II hereto annexed, and more particularly bounded and described in Schedule A which is annexed to and made part of this Declaration. The land has an area of approximately 9,000 square feet and is located in County of Queens and State of New York with a street address at 163-07 72nd Avenue, Fresh Meadows, New York.

Article III Name of Condominium

The Condominium shall be known as Harvest Plaza Condominium.

Article IV Definitions

(a) "Unit Owner" means the owner of a unit. 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 or whether the Unit is owned by an individual,

corporation, partnership, limited liability company, fiduciary or any other entity. Where such ownership is joint, in common or by tenancy by the entirety, majority vote of such owners shall be necessary to cast the Unit Owner's vote referred to in Article X of this Declaration.

(b) A "Unit" means any of the Condominium Units (Hereinafter the "Unit") contained in the Condominium and shall be defined as follows: Each Unit will consist of the area measured horizontally from the exterior side of the window glass or concealed exterior brick wall or concealed fireproofed structural members of the exterior wall to the center line of the drywall partitions or block partitions which separate the Unit from another Unit, or to the exterior side of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Unit from corridors, stairs and other common or mechanical equipment spaces. Each Unit will consist of the area measured vertically from top of the concrete floor or wood subfloor at the lower level of a Unit to the underside of the concealed concrete slab, or of the fireproofed beam, as the case may be, at the highest level of a Unit, except that the structural slabs and beams separating floors and any Common Elements located within any Unit shall not be considered as part of the Unit.

(c) "Building" or "Buildings" as hereinafter referred to shall be defined as a number of Units all of which are constructed a continuous roof.

(d) "Party Walls". The wall separating the Unit of one Owner from the Unit of an adjoining Unit Owner shall also be referred to as a "Divider Wall".

(e) "Condominium" means the Units, Limited Common Elements and General Common Elements, owned by the Unit Owners and governed by the Board of Managers.

Article V The Condominium

(a) The Declarant is converting the subject property to a Condominium known as Harvest Plaza Condominium according to the floor plans certified by Anthony Ng, Registered Architect, of Angelo Ng & Anthony Ng, Architects Studio, P.C. with an office at 61-10 182nd Street, 2nd Floor, Fresh Meadows, New York 11365 and filed simultaneously with the recording of this Declaration in the Office of the City Register of the City of New York. These plans set forth a description of the Building depicting the number of stories, the number of Units and the principal materials with which they are constructed.

(b) The Condominium will consist of one (1) building which contains the cellar, 1st through 5th floors, roof and bulkhead. The Building is a commercial/residential mixed building which contains Unit R1 and forty-nine (49) Tower Units [composed of twenty-three (23) residential units, three (3) community facility, one (1) parking lot unit, and twelve (12) tenant storage unit(s)], all set forth on the floor plans filed as part of this Declaration. Each of the Units has access to the street on which the Condominium abuts

through the lobby of the Building which forms a part of the common elements of the Condominium. Each Unit Owner will obtain fee ownership in, and the exclusive right of occupancy and possession of the Unit, 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.

Article VI Use of Units

(a) As more particularly set forth in the By-Laws, the Units may be used only for their designated purpose in conformity with Certificate of Occupancy and any applicable zoning codes. Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

(b) Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, the Declarant may, without permission of the Board of Managers, erect and maintain signs and use any unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units as well as erect and maintain signs for the purpose of advertisement.

Article VII Common Elements

A. General Common Elements

(a) The common elements of the Condominium will consist of all of the Condominium, including but without limitation, outside walls and the roof of the Building and all other improvements except the Units, including all the land, the lobby, boiler room, water and meter room in the Cellar, the pipes, wires, conduits, utility lines, foundations, columns, girders, beams, concrete joists, supports, exterior walls, interior load bearing walls, pillars, concrete floors, central and appurtenance installations and equipment for power, lights, and air conditioning, heating, ventilation and other service and utility lines which are utilized for, serve, or pass through more than one Unit and all other parts of the Property and all apparatus and installations existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the property.

(b) Any portion of the common elements may be used by any Unit Owner subject to the rules and regulations promulgated by the Board of Managers. The common elements are not severable from the Units except in accordance with Article 9-B of the Real Property Law.

(c) The common elements shall remain undivided, shall not be subject to the partition and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Each Unit Owner shall have the right to use the common elements, in accordance with the purpose for which such common elements are intended, without hindering the exercise of or encroaching upon the rights of the other Unit Owners.

(d) The percentage of undivided interest in the common elements established herein shall not be changed except with the consent of the Unit Owners affected expressed in a duly recorded amendment to this Declaration.

(e) The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instruments.

B. Limited Common Elements

The light wells, balconies and terraces shall be the limited common elements. The Unit Owner or owners who have exclusive use of the certain limited common elements shall be responsible for the cost of maintaining and repairing such limited common elements.

Article VIII Easements

(a) All pipes, wires, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. Any portion of such pipes, wire, conduits and public utility lines located in the common elements including electric meter banks located on the exterior of a Unit and servicing one or more units, will be owned in common by the Unit Owners. The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are restricted or not.

(b) The Declarant, its successors, assigns, and purchasers, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over under and across the common elements of the Condominium for the purpose of completing construction and sale of the Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the common elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, assigns, and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewer and drainage lines which may from time to time be in or along the streets and roads or other areas of the common elements. Finally, the Declarant, its successors, assigns and purchasers reserve the right to continue to use the common elements and any facilities, sales offices, model homes, and signs located on the common elements, in its efforts to market units in the Condominium for a period ending two (2) years after the closing to the First Unit or until eighty percent (80%) of the Units are conveyed to Purchasers, whichever is sooner, to market any other Units owned by Declarant. This paragraph shall not be amended without the consent of the Declarant.

(c) The Declarant, on behalf of itself and its successors and assigns who may take title to portions of the condominium for purposes of marketing and sale of Units,

reserves 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 market and sell Units in the Condominium. This paragraph shall not be amended without the written consent of the Declarant.

Article IX Service of Process and Building Code Violations

(a) The Secretary of State of the State of New York is hereby designated as agent of the Board of Managers to receive service of process for any action which may be brought against the Board of Managers. The Board of Managers shall file with the Secretary of State the address to which a copy of process may be mailed for such purpose.

(b) Service of process on the Unit Owners in any action with relation to the common elements or more than one Unit and with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws by the common elements or more than one Unit shall be made upon the Board of Managers of Harvest Plaza Condominium at 163-07 72nd Avenue, Fresh Meadows, New York.

Article X Common Interest

Each Unit Owner shall have such percentage interest in the common elements as is set forth on Schedule B attached hereto and shall bear such percentage of the common expenses of the Condominium. All expenses of the Condominium shall be common expenses and shall be apportioned among all the Unit Owners according to the method set forth in the By-Laws. Such Unit Owner shall have one vote for all voting purposes at any meeting of the Unit Owners for each 0.01%(rounded up or down to the nearest number) of undivided interest in the common elements unless otherwise mandated by law or expressly provided for herein. The percentage interest of the respective Units in the Common Elements has been assigned in the approximate proportion that the fair market value of the Unit at the date of Declaration bears to the aggregate fair value of all the Units.

Article XI 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 as hereto annexed.

Article XII Amendment and Withdrawal

(a) The property shall not be withdrawn from Condominium ownership unless at least eighty percent (80%) of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of those same Units agree to such removal by duly recorded instruments. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the Office of the City Register of the City of New York.

(b) The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon an affirmative vote of eighty percent (80%) of the Unit Owners in number and in common interest held at a duly called meeting of the Unit Owners, provided, however, that:

(i) No amendment shall alter the percentages of interest in the common elements appurtenant to any Unit or alter any rights or obligations respecting portions of the common elements without the consent of the affected Unit Owners and the first Mortgagees, if any, of the same Units, which consents shall be expressed on the instrument or amendment.

(ii) No amendment shall add any parcel of land to or divest any parcel of land from the Condominium properties unless all of the Unit Owners and the first mortgagees, if any, of each of these same Unit Owners agree to such change on the instrument or amendment.

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

(c) 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. Any amendment to this Declaration shall not take effect until it is recorded in the Office of the City Register of the City of New York.

(d) Irrespective of any other provision in this Declaration, no action for partition or division of the common elements shall be bought nor shall this Plan of Condominium ownership be terminated when such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

Article XIII 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 the Declaration, 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 that shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

Article XIV Common Charges

(a) All sums assessed as common charges by the Board of Managers of the

Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on his Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to State, County, Municipal 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 attorney's fees and late charges, if any, assessed pursuant to the By- Laws of this Declaration (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 will be charged to all Unit Owners as a common expense. IIowever, where the holder of a mortgage of record, or other purchaser of a Unit at a foreclosure sale of a mortgage of record, obtains title to the Unit as a result of a foreclosure, or the mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of common charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of common charges shall be charged to all other Unit Owners as a common expense. The term "mortgage of record" herein used shall mean a first mortgage granted by a Federal or State Savings and Loan Association, Savings or Commercial Bank, Life Insurance Company, Pension Fund, Trust Company, Agency of the United States Government or of the City or State of the New York or other similar lender or a purchase money mortgage granted by Seller.

(b) Every Unit Owner shall pay the common charges assessed against him when due and no Unit Owner may exempt himself from liability for the payment of the common charges assessed against him by waiver of the dues or enjoyment of any of the common elements or by the abandonment of his Unit. However, no Unit Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-X of the Real Property Law or in accordance with the provisions of this Declaration and the By- Laws.

Article XV Unit Acquired by the Board

(a) In the event any Unit Owner shall convey his Unit to the Board of Managers in accordance with Section 339-X of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article VI, Section 9 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.

(b) In order to carry out the provisions of this paragraph, each Unit Owner shall, upon becoming such, grant an irrevocable Power of Attorney, coupled with an

interest, to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

Article XVI Encroachments

The Unit Owners agree that if any portion of a Unit or the common elements whether restricted to an individual owner or not, encroaches upon another or shall hereinafter encroach upon another as a result of original construction or setting of the Building, a valid easement from 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 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 afore described due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

Article XVII Unit Ownership

Upon the closing of title to a Unit, a Purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as he ceases to own the Unit for any reason.

Article XVIII Conveyance of a Unit

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts so paid by the grantee therefore. Any such grantee shall, upon ten (10) days written request, be entitled to a statement from the Board of Managers setting forth the amount of the unpaid common charges 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 charges against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of a mortgage of record or other purchaser of a Unit at a foreclosure sale of a mortgage or record.

Article XIX Covenants and Restrictions

(a) The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(i) The Unit and area restricted to Unit Owner's use shall be maintained in good repair and overall appearance.

(ii) No alterations to the exterior of the Unit or any part of the common elements may be made without the written consent of the Board of Managers. No alterations to the inside of a Unit which would impair the structural soundness of the Building may be made without the written consent of the Board of Managers. Consent may be requested to the Managing Agent, if any, or to the President of the Board of Managers, by mailing a letter certified mail, return receipt requested, if no Managing Agent is employed. If building plans are required for such alteration under any applicable building code, a copy of such plans must be included with said letter. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The provisions of this paragraph shall not apply to Declarant.

(iii) Any Unit Owner who mortgages or sells his Unit shall notify the Board of Managers, providing the name and address of his mortgagee, purchaser of the mortgagee, and guarantor(s) of the mortgage, if any.

(iv) (1) The Board of Managers shall, at the request of the mortgagee of a Unit, and guarantor(s) of the mortgage, if any, report any unpaid common charges due from the Unit Owner of such Unit.

(2) The Board of Managers shall give the mortgagee and guarantor(s) of the mortgage on any unit in this Condominium the right to timely written notice of:

(x) Any condemnation or casualty loss that affects either a material portion of this Condominium or the Unit securing its mortgage, and

(y) Any proposed action that requires the consent of a specified percentage of mortgagees as provided in this Declaration, the By-Laws and Rules and Regulations of the Condominium.

(v) No Units shall be used for the purposes other than the purpose stated in the Certificate of Occupancy.

(vi) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the property by its occupants.

(vii) 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 shall be observed.

(viii) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owner provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(ix) Occupancy of the Unit shall be restricted to occupancy in

accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

Article XX Changes to the Condominium

(a) Except to the extent prohibited by law, the Declarant or its designee shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon Units owned by the Declarant or its designees (Hereinafter the "Unsold Units"); (b) change the layout of, or number of rooms in, any unsold Units from time to time; (c) change the size and/or number of unsold Units by subdividing the one or more unsold Units into two or more separate Units, combining separate unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any unsold Units, otherwise; and (d) if appropriate, reapportion among the unsold Units affected by such change in size or number pursuant to the preceding clause their percentages of interest in the common elements; provided, however, that the percentage of interest in the common elements of any other Units (other than unsold Units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that the Declarant or its designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Mangers and all other Unit Owners harmless from any liability arising thereof. Declarant further states that unless Purchaser consents, no change will be made on Unit size, layout, percentage of common interest or in the amount or quality of common elements directly affecting or servicing the Unit if a purchase agreement has been executed and delivered to Declarant for that Unit and the purchase is not in default.

(b) Nothing contained in this Declaration shall prohibit the division or consolidation of any Unit or Units or common interest appurtenant thereto, including but not limited to a change in the number of rooms. Any such change which will affect the structural integrity of the Building requires the prior written consent of the Board of Managers. In no case, however, may such division or consolidation result in a different percentage of common interest for the total of the new Units than existed for the total of the original units before division or consolidation. An amendment to this Declaration authorized by this paragraph of Twelfth Article may be filed by the new Unit Owner(s) without the consent of any other Unit Owner provided that the percentage of common interest of all other existing Units is not affected thereby and provided such Unit Owner(s) secure the written consent of the Board of Managers which No may not be unreasonably withheld.

(c) Notwithstanding other provisions of this Article, no reapportionment of the interest in the common elements appurtenant to any Unit shall be made unless there is first delivered to the Board of Managers a written certification stating that the percentages of interest of the respective Units in the common elements, immediately after such reapportionment, will be based upon the approximate proportion that the fair market value of each Unit at the date of this Declaration bears to the aggregate fair value of all Units on said date.

(d) If the number of rooms in an Unsold Unit is changed, or the size and/or number of unsold Units is changed (whether as a result of a subdivision or combination of unsold Units or alteration of boundary walls between unsold Units, or otherwise) and the appurtenant percentage interest in the common elements is reapportioned as a result thereof, all in accordance with the provisions of the Article, then the Declarant or its designee shall have the right to execute, or (on its request) to require any other Unit Owner or the Condominium Board of Managers to execute and record in the Office of the City Register of the City of New York, an amendment to this Declaration (together with such other documents as the Declarant or its designee deems appropriate to effectuate the same) reflecting such change in the number of rooms in an unsold Unit or in the size and/or number of unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage of interest in the common elements.

(e) In the event the Declarant or its designee, exercising its rights pursuant to this Article so requests, the Board of Mangers shall promptly amend the Declaration at the expense of the Declarant or its designee, to reflect any such alterations, additions, improvements, changes or reapportionments as provided by clauses (a), (b), (c), and shall record such amendment in the Office of the City Register of the City of New York.

Article XXI Invalidity

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way effect any of the remaining part of parts hereof, and the same shall continue in full force and effect.

Article XXII Gender

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Article XXIII Waiver

No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Article XXIV Captions

The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Declarant has caused this Amended and Restated Declaration to be executed this _____th day of _____, 2023.

Top One Development LLC

By: _____
[Name]: Luo Jie Chen
[Title]: Managing Member

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On the _____th day of _____ in the year 2023, before me, the undersigned, personally appeared Luo Jie Chen, 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.

_____
(Signature and office of individual taking acknowledgement)

HARVEST PLAZA CONDOMINIUM
Street Address:163-07 72nd Avenue
Fresh Meadows, NY11365

Legal Description of Land-Schedule A

ALL THAT certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 72nd Avenue, distant 20 feet easterly from the corner formed by the intersection of the northerly side of 72nd Avenue with the easterly side of 163rd Street;

RUNNING THENCE northerly and parallel with 163rd Street, 90 feet to a point;

THENCE easterly and parallel with 72nd Avenue, 100 feet to a point;

THENCE southerly at right angles to 72nd Avenue, 90 feet to the northerly side of 72nd Avenue;

THENCE westerly along the northerly side of 72nd Avenue, 100 feet to the point or place of BEGINNING.

SAID PREMISES being known as and by the street address 163-07 72nd Avenue, Fresh Meadows, NY 11365.

THE TOWER UNITS AT HARVEST PLAZA CONDOMINIUM

Address: 163-07 72nd Avenue
Fresh Meadows, New York 11365
Block 6802 Base Lot 5 Borough of Queens
Schedule B

Unit No.	BLOCK 6802 LOT NO.	NO. OF ROOMS	NO. OF BATHROOMS	PERCENTAGE OF COMMON INTEREST	Percentage of Tower Common Interest	APPROX SQUARE FOOTAGE	ACCESS TO LIMITED COMMON ELEMENTS	APPROX SQUARE FOOTAGE (LIMITED COMMON ELEMENTS)	LOCATION
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1A		0	0.5	3.8509%	4.4151%	1,585			1st Floor
1B		0	2x0.5	7.9902%	9.1609%	3,650			1st Floor
1C		0	0.5	4.3509%	4.9884%	1,791			1st Floor
2A		1	1	1.9910%	2.2827%	410			2nd Floor
2B		2	2	4.0692%	4.6654%	698	TERRACE	1,051	2nd Floor
2C		1	1	2.6124%	2.9952%	466	TERRACE	620	2nd Floor
2D		1	1	2.5582%	2.9330%	466	TERRACE	547	2nd Floor
2E		2	2	3.6565%	4.1922%	699	TERRACE	705	2nd Floor
2F		2	2	3.2148%	3.6858%	716			2nd Floor
2G		1	1	1.8939%	2.1714%	402			2nd Floor
3B		2	2	3.4135%	3.9136%	709	Balcony	25	3rd Floor
3C		2	2	3.3406%	3.8301%	698	Balcony	40	3rd Floor
4A		1	1	2.1075%	2.4163%	410	Balcony	25	4th Floor
4B		2	2	3.2390%	3.7136%	709	Balcony	25	4th Floor
4C		2	2	3.1662%	3.6301%	698	Balcony	40	4th Floor
4D		1	1	2.2338%	2.5611%	466	Balcony	40	4th Floor
4E		1	1	2.2338%	2.5611%	466	Balcony	40	4th Floor
4F		2	2	3.1711%	3.6357%	699	Balcony	40	4th Floor
4G		2	2	3.2341%	3.7080%	716	Balcony	25	4th Floor
4H		1	1	2.0687%	2.3718%	402	Balcony	25	4th Floor
5A		1	1	3.0739%	3.5243%	575			5th Floor
5B		2	2	3.3359%	3.8247%	698	Balcony	40	5th Floor

Unit No.	BLOCK 6802 LOT NO.	NO. OF ROOMS	NO. OF BATHROOMS	PERCENTAGE OF COMMON INTEREST	Percentage of Tower Common Interest	APPROX SQUARE FOOTAGE	ACCESS TO LIMITED COMMON ELEMENTS	APPROX SQUARE FOOTAGE (LIMITED COMMON ELEMENTS)	LOCATION
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5C		1	1	2.3793%	2.7279%	466	Balcony	40	5th Floor
5D		1	1	2.3793%	2.7279%	466	Balcony	40	5th Floor
5E		2	2	3.3408%	3.8303%	699	Balcony	40	5th Floor
5F		1	1	3.0739%	3.5243%	575			5th Floor
PL				2.1852%	2.5054%	2,295			Cellar Floor
TS-1				0.1904%	0.2183%	41			Cellar Floor
TS-2				0.1904%	0.2183%	41			Cellar Floor
TS-3				0.3108%	0.3563%	64			Cellar Floor
TS-4				0.2768%	0.3174%	57			Cellar Floor
TS-5				0.2768%	0.3174%	57			Cellar Floor
TS-6				0.2768%	0.3174%	57			Cellar Floor
TS-7				0.2768%	0.3174%	57			Cellar Floor
TS-8				0.2768%	0.3174%	57			Cellar Floor
TS-9				0.2768%	0.3174%	57			Cellar Floor
TS-10				0.2768%	0.3174%	57			Cellar Floor
TS-11				0.2133%	0.2445%	44			Cellar Floor
TS-12				0.2133%	0.2445%	44			Cellar Floor
*R1				12.7796%	0.0000%	3159		NA	3rd Floor
Total				100.0000%	100.0000%	26422		3,408	

HARVEST PLAZA CONDOMINIUM

Address: 163-07 72nd Avenue
Fresh Meadows, NY11365

Schedule B-II

Summary of square footages and percentage of Unit R1 and RC1

UNIT NO	BLOCK 6802 LOT NO.	PERCENTAGE OF COMMON INTEREST	APPROXIMATE SQUARE FOOTAGE
(1)	(2)	(3)	(4)
R1	1101	12.7796%	3,159
RC1	1102	87.2204%	29,282
Total		100.0000%	32,441

SECTION HH

EXHIBIT I

BY-LAWS

OF

HARVEST PLAZA CONDOMINIUM

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BY–LAWS OF HARVEST PLAZA CONDOMINIUM

ARTICLE I

DEFINITIONS AND TERMS

Section 1 Definitions

(A) Board of Managers

The governing body of the Condominium which will conduct the condominium affairs and supervise the operation of the Property.

(B) Building

The multi-unit structure erected at 163-07 72nd Avenue, Fresh Meadows, New York, which will comprise the Units and the common elements of the Condominium.

(C) Common Charges

Each Unit's proportionate share of the common expenses assessed in accordance with the common interest of the Unit.

(D) Common Elements

All portions of the condominium property other than the units, including, without limitation, the land, boiler room, meter room, building hallways, stairs, lobby, foundation, roof and supports of the Building existing and set aside for the common use of the units and unit owners.

(E) Common Expenses

The costs and expenses of operating the Property, including such items as repair, replacement, restoration, alteration, addition, maintenance and improvement to the common elements and such sums as designated in the Declaration, By-Laws and Article 9-B of the Real Property Law.

(F) Common Interest

The Proportionate undivided interest of each unit owner in the common elements in fee simple absolute, in accordance with the Declaration. Such interest is expressed as a numerical percentage. The aggregate common interest for all units is one hundred percent (100%). The percentage of common interest of the unit is the basis for determination, among other things, of such rights and duties of the unit owner as: (1) voting power, (2) liability for a proportionate share of the common expenses, and (3) the share of any

distribution upon the termination of the Condominium.

(G) Condominium

The Units and common elements constituting the Condominium to be located at 163-07 72nd Avenue, Fresh Meadows, New York. The word Property shall be used interchangeably and shall have the same meaning as the term Condominium is defined above.

(H) Declaration

The recorded, written instrument by which the Property is submitted to the provisions of the New York Condominium Act, as such instrument may be amended from time to time, consistent with the law and the By-Laws.

(I) Limited Common Elements

The common elements appurtenant to a particular unit or units, the use of which is restricted to owners of such unit or units. The declaration and By-Laws set forth the respective responsibilities of such unit owner and the Board of Managers for the repair and maintenance of the Limited Common Elements.

(J) Property

The units and common elements constituting the Condominium to be located 163-07 72nd Avenue, Fresh Meadows, New York. The word Condominium shall be used interchangeably and shall have the same meaning as the term Property which is defined above.

(K) Unit

A Unit means a part of the Condominium as defined in Declaration of the Condominium for residential or commercial use, with such appurtenances as garage and other parking space, storage room, balcony, terrace and patio.

(L) Unit Owner

The individual(s) or entity owning title to a Unit in fee simple absolute.

Section 2 Unit Ownership

The land situated in the Borough of Queens, City of New York, State of New York, more particularly described in Schedule A of the Declaration recorded in the Office of the City Register of the City of New York, simultaneously herewith, and the building constructed on said land (Hereinafter the "Property") have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the

Declaration and shall hereafter be known as "Harvest Plaza Condominium" (Hereinafter the "Condominium"). Unit owners shall use their unit for its designated purposes only.

Section 3 Applicability of By-Laws

The provisions of these By-Laws are applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings and all other improvements thereon (including the units and the common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 4 Application

(a) All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any matter are subject to these By-Laws, the Declaration and the Rules and Regulations.

(b) The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 5 Office

The office of the Condominium and of the Board of Managers shall be located on the Condominium property.

ARTICLE II

UNIT OWNERS

Section 1 Annual Meeting

No annual meeting of all Unit Owners shall be required to be held unless they are mandated by applicable laws, in which case, the Board of Managers shall designate a date for such a meeting.

Section 2 Place of Meeting

The annual meeting of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3 Special Meeting

It shall be the duty of the President to call a special meeting of the unit owners as directed by the Board of Managers or upon a petition signed by a majority of the unit owners having been presented to the Secretary. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at least five (5) days but not more than fifteen (15) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 4 Adjournment of Meeting

If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 5 Order of Business

The order of business at all meetings of the unit owners shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting;
(c) Reading of minutes of the preceding meeting;
(d) Reports of officers;
(e) Reports of the Board of Managers;
(f) Reports of committees;
(g) Election of inspectors of election (when so required);
(h) Election of members of the Board of Managers (when so required);
(i) Unfinished business; and
(j) New business.

Section 6 Title to Units

Title to units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation, partnership or limited liability company, or in the name of a fiduciary.

Section 7 Voting

The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be irrevocable at any time by written notice to the Secretary by the owner or owners so

designating. Any or all of such owners may be present at any meeting of the unit owners. The owners of each unit (including Declarant, if Declarant shall then own one or more units) shall be entitled to cast one vote for each 0.01% (rounded up or down to the nearest number) of interest in the common elements attributable to the unit or units owned by him on all matters put to a vote at all meetings of the unit owners. If units are owned by more than one (1) person as joint tenants, tenants by the entirety or as tenants in common, the persons owning said unit shall agree among themselves and cast the votes for their units. A fiduciary capacity shall be the voting member with respect to any unit in a fiduciary capacity. Any unit or units owned by the Board of Managers or its designee shall not be entitled to a vote.

Section 8 Majority of Unit Owners

As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having greater than fifty percent (50%) of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article II.

Section 9 Quorum

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of unit owners of the total authorized vote of all unit owners shall constitute a quorum at all meetings of the units owners. If, however, such quorum shall not be present or represented at any of the meetings of the unit owners, the unit owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meetings from time to time, without notice other than announcement at the meeting until a quorum shall be presented, any business may be transacted which might have been transacted at the meeting originally called.

Section 10 Majority Vote

The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Declaration of these By-Laws or by law, a higher percentage vote is required.

Section 11 Waiver and Consent

Whenever the vote of unit owners at a meeting is required or permitted by any provision of the Declaration, statutes of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of all unit owners may be dispensed with if all unit owners who would have been entitled to vote upon such action if such meeting were held, shall consent in writing to such action being taken.

ARTICLE III

BOARD OF MANAGERS

Section 1 Number and Term

The Board of Managers shall consist of three (3) Managers, two of whom shall be designated by the Tower Section Board and one shall be designated by Unit Owner of Unit R1. The Managers shall hold office and exercise all powers of the Board of Managers. There shall be no limit to the number of terms of office that a Board member may serve, except as otherwise amended by a duly filed amendment to the By-Laws.

Section 2 Powers and Duties

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by Law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the unit owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care upkeep and maintenance of the common elements;

(b) Determination of the common charges from the unit owners;

(c) Collection of the common charges from the unit owners;

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements;

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the unit owners to overrule the Board (See Article XII, Section I);

(f) Opening of bank accounts on behalf of the condominium and designation the signatories required therefore;

(g) Purchasing or leasing or otherwise acquiring in the name of Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Board of Managers;

(h) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners;

(i) Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with units acquired by, and sub-leasing units leased by the Board of Managers of its designee, corporate or otherwise, on behalf of all unit owners;

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of units on behalf of all unit owners;

(k) Obtaining and reviewing of insurance for the Property, including and Units, pursuant to the provision of the Article VI, Section 3 hereof;

(l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of $10,000.00 only with approval of a majority of the unit owners. While the Declarant is in control of the Board of Managers, the Board may make additions, alterations or improvements to the common elements costs in excess of $10,000.00 or enter into service or maintenance contracts the durations of which will extend more than one (1) year after the Declarant loses control of the Board of Managers, only with approval of a majority of the unit owners, excluding the Declarant, voting at a duly held meeting of the Unit Owners. Notwithstanding the above, the $10,000.00 limitation will not be applicable to the expenses relating to (i) comply with applicable laws or regulations; or (ii) remedy any notice of violations; or (iii) remedy any work order by an insurer;

(m) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided however, that (i) the consent of a least 66-⅔% in number of all unit owners, obtained at a meeting duly called and held for such purpose in accordance with provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any unit or its appurtenant interest in the common element without the written consent of the owner of the said unit;

(n) Instituting proceedings to contest the real estate tax assessment against the units with the consent of the unit owners.

Section 3 Managing Agent and Manager

The board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (a), (b), (c), (d), (k) and (l) of Section 2 of this Article III. The Board of Managers may delegate to the manager or managing agent, all of the powers set forth in subdivisions (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j), (k), (l) and (n) of Section 2 of this Article III.

Section 4 First Board of Managers

The first Board of Managers shall consist of three (3) Managers designated

pursuant to Section 1 of this Article III above, who shall hold office and exercise all powers of the Board of Managers until replaced and/or redesignated. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

Section 5 Removal

Managers may be removed for cause by an affirmative vote of a majority of the unit owners. No Manager shall continue to serve on the Board if, during his term of office, he shall cease to be a unit owner. The managers designated by the Declarant can be removed only by the Declarant.

Section 6 Vacancies

If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirements, disqualifications, removal from office or otherwise, a majority of the remaining managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the First Board of Managers (see Section 4 of this Article) who has been designated by the Declarant, the Declarant shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

Section 7 Organization Meeting

The first meeting of the members of the Board of Managers following the annual meeting of the unit owners shall be held ten (10) days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8 Regular Meetings

Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9 Special Meetings

Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail or telecopier, which notice shall state the time, place and purpose of the meeting. Special

meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

Section 10 Waiver of Notice

Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11 Quorum of Board of Managers

At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12 Fidelity Bonds

The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 13 Compensation

No member of the Board of Managers or any officer shall receive any compensation from the Condominium for acting as such.

Section 14 Liability of the Board of Managers

The members of the Board of Managers shall not be liable to the unit owners for any mistake or judgment, negligence, or otherwise, except for their own individual willful misconduct, bad faith, or gross negligence. The unit owners shall indemnify and hold harmless each of the members of the Board of Managers 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 provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Managers or out of the aforesaid

indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board of Managers or by the Managing Agent or by the manager of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the managers, as the case may be, are acting only as the agent for the unit owner and shall have no personal liability thereunder (except for their own liability as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability therein as his interest in the common elements bears to the interest of all unit owners in the common elements.

Section 15 Management Agent

The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise a compensation establishment by the Board, to perform such duties and services and the Board shall authorize including, but not limited to, all of the delegable duties of the Board listed in this Article while the Declarant is in control of the Condominium for a period of more than two (2) years after the recording of the Declaration unless the contract provides that it may be cancelled by the Condominium upon ninety (90) days' notice.

ARTICLE IV

OFFICERS

Section 1 Elective Officers

The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but not other officers, shall be members of the Board of Managers. All officers shall be the unit owners or members of the Board of Managers. Except as otherwise elected or appointed by Declarant, two (2) or more offices may not be held by the same person.

Section 2 Election of Officers

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

Section 3 Appointment of Officers and Agents

The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform

such duties as shall be determined from time to time by the Board.

Section 4 Removal of Officers

Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 5 President

The president shall be the chief executive officer of the Condominium. He shall preside at all meetings of the unit owners and of the Board of Managers. IIe shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 6 Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on the duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 7 Secretary

The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all unit owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give or cause to be given notice to all Unit Owners of the meeting 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 he shall be.

Section 8 Treasurer

The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation

organized under the Business Corporation Law of the State of New York.

Section 9 Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 10 Compensation of Officers

No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

NOTICES

Section 1 Definition

Whenever under the provisions of the Declaration of these By-Laws, notice is required to be given to the Board of Managers, any manager, unit owner, or mortgagee, shall not be construed to mean personal notice; but such notice may be given in writing, by personal service or by registered or certified mail, return receipt requested, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee 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

OPERATION OF THE PROPERTY

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 officers or other person or persons as the

Board of Managers may from time to time designate.

Section 2 Determination of Common Expense and Fixing of Common Charges

The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium and allocate and assess such common charges among the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 3 of this Article VI and the fees and disbursements of the Insurance Trustee. The common expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the common expenses for any prior year and real estate taxes during the period that Units are not separately assessed. 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 if any unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all unit owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which common charges are based, to all unit owners and to their mortgagees.

Section 3 Insurance

(a) The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the buildings containing the units (including all of the units and the bathrooms initially installed therein by the Declarant and any other personal property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by the unit owners), together with all other service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all unit owners and their mortgagees, as interest may appear, in the amount equal to the full replacement cost determined by the Board of Managers and approved by the mortgagees; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgage clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgage as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, as herein provided; (2) workmen's compensation insurance, if the Condominium has employees, (3) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, shall be carried on each member for the Board of Managers, officers of the Condominium, managing agent and managers including any

person or persons handling or responsible for funds of the Condominium; (4) disability benefits insurance if the Condominium has employees; and (5) such other insurance as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee if $50,000.00 or more), and that the total proceeds thereof, if $50,000.00 or less, shall be payable to the Board of Managers and if more than $50,000.00, shall be payable to the Insurance Trustee.

(b) 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 invalidity arising from any acts of the insured or any unit owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured's, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the current policies.

(c) The Board of Managers may, in its discretion, obtain and maintain, to the extend obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

(d) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the Board of Managers shall not be affected or diminished of any such additional insurance carried by any unit owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

Section 4 The Insurance Trustee

A New York State bank or trust company shall be the Insurance Trustee unless and until it shall be replaced by a bank or trust company located in the State of New York, designated by the Board of Managers and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a New Insurance Trustee which shall be a bank or a trust company located in the State of New York.

Section 5 Repair or Reconstruction after Fire or Other Casualty

(a) In the event of damage to or destruction of the Building containing the units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Buildings containing the units are destroyed or substantially damaged and seventy-five percent (75%) 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 containing the units (including any damaged units, and any bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture of unit owners), and the Board of Managers of the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the unit owners for such deficit as part of the common charges.

(b) If seventy-five percent (75%) or more of the Buildings containing the units are destroyed or substantially damaged and seventy-five percent (75%) 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 the sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 5, 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 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.

(c) Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the unit owner or unit owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and unit owner or owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary, or in the event there is no Insurance Trustee, not more than sixty (60) days from the date of receipt of insurance funds on account of such damage or destruction and wherever the words, "promptly resolve" are used it shall also not mean more than sixty (60) days from the date of receipt of said insurance funds.

Section 6 Payment of Common Charges

(a) All unit owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of section 2 of this Article at such time or times as the Board of Managers shall determine.

(b) No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Article VIII of these By-Laws) of such unit, together with the Appurtenant Interests, as defined in Section 11 of Article VIII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, provided that his unit is free and clear of liens and encumbrances, other than

permissible mortgages and the statutory lien for unpaid common charges, convey his unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other unit owners and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed and unpaid against such unit prior to the acquisition by him of such unit, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 7 Collection of Assessments

(a) The Board of Managers shall assess common charges against the unit owners from time to time at least annually and shall take prompt action to collect any common charges due from any unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

(b) The Declarant shall be liable for the monthly common charges of all units which have not been transferred to a purchaser, commencing after the closing of title to the first unit. The Declarant will cause the Board to file a lien as provided by Real Property Law Section 339-AA on the units in which Declarant is thirty (30) days in arrears of common charges while in control of Board.

Section 8 Default in Payment of Common Charges

(a) In the event of default by any unit owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including Attorney's fees, incurred by the Board of Managers. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including Attorney's fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 339-Z of the Real Property Law of the State of New York, in the manner provided in Section 339-AA thereof. A unit owner defaulting in payment of common charges shall not be permitted to vote at any regular or special meeting of unit owners and the Board of Managers may request the Condominium to suspend unit privileges in it until the default is cured.

(b) Default in payment of common charges by non-occupying owners: - Real Property Law, Section 339-KK.

The Real Property Law has been amended by adding a new section 339-KK, which provides as follows:

If a unit owner who does not occupy the unit rents such unit to a rental tenant, and then fails to make payments due for common charges, assessments or late fees for such unit, within sixty (60) days from the expiration period after they are due, the

Board of Managers shall provide a 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 payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers 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 of Managers may elect not to require that rental payments be made payable to the Board of Managers. At such time as payments for common charges, assessments and late fees from the non-occupying owners are once again current, a notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board of Managers' claim to rental payments shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers which must be held within thirty (30) days of the date that such Board received notice that such owner seeks to dispute such claim. Payment by a rental tenant to the Board of Managers shall relieve the rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

Section 9 Foreclosure of Liens for Unpaid Common Charges

In any action brought by the Board of Managers to foreclosure a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all unit owners, shall have the power to lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10 Statement of Common Charges

The Board of Managers shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges are due from such unit owner.

Section 11 Repairs and Maintenance

(a) All maintenance, repairs and replacements to the common elements of the property, including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any public utility lines, sewer lines, and drainage system that are located in the common elements and serve one or more units, and exterior maintenances shall be a common expense. All maintenance (including electrical and plumbing repairs in the units), repairs and replacements to the units including windows, (including all glass breakage), doors, windows and door which open from a unit (except

painting and maintenance of the exterior surfaces which is performed by the Board of Managers), and repairs to the heating system, pipes, wires and conduits located within or without the same unit other than as set forth above shall be made by the respective unit owner at their own expense. However, the Board of Managers shall repair and replace any public utility lines, sewer line and drainage systems located underground or overhead of any irrevocably restricted common element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the unit owner to which the common element is restricted in use, in which event such unit owner shall bear the cost of such repairs or replacements. The Board of Managers and its agents, employees and contractors shall have a right of access to any unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. The Board of Managers shall provide snow plowing for the roadways located on the property. All replacements, 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, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Declarant. In the event that a unit owner fails to make any maintenance or the event that a unit owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the unit owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the unit owner for the cost of such repairs and/or maintenance. In the event that the Board of Managers charges a unit owner who fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the unit owner shall be liable for the reasonable attorney's fees and costs of such suit or proceeding together with interest on all sums due.

(b) As long as the Declarant continues to own twenty-five percent (25%) or more units, but in no event longer than five (5) years from the conveyance of the first unit, the Condominium will not be allowed to incur a substantial increase in maintenance costs (e.g., no additional employees) and cannot make any repairs or alterations greater than $10,000.00 without the Declarant's consent. However, this $10,000.00 limitations shall not be applicable to the expenses to (i) comply with applicable laws and regulations; or (ii) remedy any notice of violation; or (iii) remedy any work order by an insurer; or (iv) for any repair or maintenance required for the health and/or safety of the occupants of the building.

Section 12 Limited Common Elements

All repairs and maintenance of limited common elements shall be the sole responsibility of the unit owner or owners having exclusive use thereof.

Section 13 Restrictions on Use of Units

In order to provide for congenial occupancy of the Property and for the protection

of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Each unit may only be used for its designated purpose in accordance with the Certificate of Occupancy.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Property by its occupants.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency, shall be eliminated, by and at the sole expense of the unit owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No garbage, in cans or otherwise, shall be placed in the halls or on the staircase landings, or any other portion of the Common Elements except where designated by the Board of Managers or Managing Agent.

(f) The Board of Managers or its designated agent may retain a passkey to the units. No unit owner shall alter any lock or install a new lock on any door of the units without the written consent of the Board of Managers. When such consent is given, the unit owners shall provide the Board of Managers, or its agent, with an additional key.

(g) If any keys are entrusted by a unit owner or by his agent, servant, employee, invitee, licensee or visitor, to any employee or agent of the Board of Managers, for any lock other than a lock on the door of the unit, the relinquishment of the key shall be at the sole risk of such unit owner or other person, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

(h) Unit owners may not maintain pets in the Units.

(i) The following smoking policy applies to the Condominium:

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the “Smoking Policy”).

(1) Definitions

a) “Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

b) “Smoking” means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

c) “Tenant” means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

d) “Unit” also means “Tower Unit” for purposes of this Smoking Policy.

e) “Unit Owner”, also means “Tower Unit Owner”, is the individual(s) or entity owning a Condominium Unit in the Condominium.

(2) Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(3) Penalties for Violations

a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00);

for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

(4) Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

(5) Enforcement

a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

(6) Effective Date

This Smoking Policy is effective immediately.

Section 14 Additions, Alterations or Improvements by Board of Managers

(a) Whenever in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements costing in excess of $10,000.00 and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners and by each holder of mortgages constituting first liens on twenty-five percent (25%) or more units, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Board of Managers without approval of the unit owners and the cost thereof shall constitute part of the common expenses.

(a) Notwithstanding the above, as long as the Declarant continues to own twenty-five percent (25%) or more units, the Condominium will not be allowed without Declarant's consents to incur a substantial increase in maintenance costs (e.g. no additional employees) and cannot make any alterations costing greater than $10,000.00.

Section 15 Additions, Alterations or Improvements by Unit Owner

No unit owner shall make any structural addition, alteration or improvement or perform electrical and plumbing works in or to his unit, without prior written consent thereto of the Board of Managers. All electrical appliances and equipment of any kind of

nature, installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the Public Authorities having jurisdiction. 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 thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration, or improvement in or to any unit shall be executed by the Board of Managers only, without incurring any liability on the subcontractor or material-man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 15 shall not apply to units owned by the Declarant until such units shall have been sold by the Declarant and paid for. Balconies shall not be enclosed.

Section 16 Use of Common Elements and Facilities

A unit owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall not be used for any other purpose than normal transit through them.

Section 17 Right of Access

A unit owner shall grant a right of access to his unit, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making the manager or the managing agent inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the Building in which the unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not. In the event of the exercise of the right of access provided in this Section, any costs for repairs shall be borne in accordance with the provisions of Section 11 of this Article VI.

Section 18 Rules of Conduct

Rules and regulations concerning the use of units and the common elements may be promulgated and amended by the Board of Managers. A majority vote of unit owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective.

Section 19 Water Charges and Sewer Rents

Water shall be supplied to all the units and the common elements through a building meter, and the Board of Managers shall pay, as a common expense, all charges for water consumed on the condominium property including the units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a unit by the owner thereof, the Board of Managers, on request of the selling unit owner shall execute and deliver to the purchaser of such unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the common area as of the date of closing of title to such unit promptly after such charges shall have been billed.

Section 20 Electricity and Gas

Electricity and gas shall be supplied by the public utility company serving the area directly to each unit through a separate meter. Each unit owner shall be required to pay the bills for electricity and gas within his/her unit. The electricity and gas serving the common area shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in the portions of the common elements as common expenses.

Section 21 Operating Account

There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale and other expenses resulting from the purchase or lease of the units.

Section 22 Other Accounts

The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

ARTICLE VII

MORTGAGES

Section 1 Notice to Board of Managers

A unit owner, who mortgages his unit, shall notify the Board of Managers the

name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2 Notice of Unpaid Charges

The Board of Managers when so requested in writing by a mortgagee of a unit shall promptly notify any mortgagee of a unit of such unit owner's default, including nonpayment of common charges, in the obligations of such unit owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3 Notice of Default

The Board of Managers, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4 Notice of Condemnation or Casualty Loss

The Board of Managers, when giving notice to a unit owner of condemnation or casualty loss, shall send a copy of such notice to each holder of a mortgage and guarantor(s) of the mortgage, if any, covering such unit whose name and address has heretofore been furnished to the Board of Managers.

Section 5 Examination of Books

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1 Right of First Refusal on Sale or Lease of Units by the Board of Managers

(a) The Units will not be offered for sale, transferred, nor further subdivided unless and until an amended no-action letter is obtained or an offering plan has been filed with the Department of Law.

(b) In the event that Declarant has obtained an amended no-action letter or filed an offering plan with the Department of Law, a Unit Owner shall have the right to sell or lease his unit provided he gives notice of the bona fide terms of any proposed sale or lease to the Board of Managers and obtains its waiver of first right of refusal to purchase or lease such unit. The failure of the Board of Managers to act on such proposed sale or lease within thirty (30) days after notice thereof shall be deemed to constitute the waiver. If the Board elects to exercise its right of first refusal, it shall within fifteen (15) days after making its decision known, produce a purchaser or lessee approved by it who will accept the transaction upon terms as favorable to the unit owner as the terms stated in the notice to the Board. If the Board does not produce such a purchaser or lessee within the aforesaid fifteen (15) days, the unit owner shall have the right to effectuate such sale or lease on the terms submitted, as more specifically set forth herein.

(c) The Board of Managers or its designee, may elect to purchase or lease such unit on behalf of all of the unit owners, in the manner set forth herein, provided that approval for such purchase or lease is obtained from the unit owners of not less than seventy-five percent (75%) of the units in common interest. In the event the Board of Managers does not have sufficient funds on hand for such purchase or lease from working capital, it may either borrow such funds and/or assume an existing indebtedness secured by the unit, provided such borrowing is secured only by a mortgage, or may assess the unit owners therefore in proportion to their respective common interest, or the Board may use any combination of these methods to undertake the acquisition.

(d) In the event the Board shall notify the selling unit owner of its intention to exercise its right to purchase or lease of the unit then, within fifteen (15) days of such notification the Purchaser or Lessee supplied by the Board, shall execute a contract to sell or lease pertaining to such unit at the purchase price and other terms set forth in the contract to sell supplied with the notice of transfer or on other terms more favorable to the owner of the unit. The closing of title of the unit or date of the commencement of the term of lease shall be the same as set forth in the contract to sell or lease included in the notice of intention to sell the unit.

Section 2 Unauthorized Sale or Lease is Voidable

Any sale, voluntary transfer, conveyance or lease which is not authorized by the terms of these By-Laws or for which authorization has not been obtained pursuant to the terms thereof is voidable and may be voided in an action brought by an immediately contiguous unit owner or the Board of Managers.

Section 3 Notice

(a) All notices referred to in this Article VIII shall be given by registered or certified mail, return receipt requested. Delivery shall be deemed made and notice shall be deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

(b) A unit owner intending to make a transfer, sale or lease or the unit or any part thereof, or interest therein, shall give notice to the Board of Managers of such intention. He shall furnish at the time to the Board: (i) the name and address of the intended grantee or lessee; (ii) a statement of all the terms of the transactions; (iii) financial references of the transferee or lessee; (iv) the specific occupation of the transferee or lessee including any areas of specialization; (v) an executed copy of the proposed contract to sell or lease; and (vi) such other information as the Board of Managers may reasonably require. He shall use the form, if any, supplied by the Board in order to supply such information. Such notice, when given, shall constitute a representation, warranty and an offer to sell or lease to any purchaser or lessee produced by the Board and a representation that the unit owner believes the offer to be bona fide in all respects.

Section 4 Unit Owner's Right to Withdraw Unit from Proposed Sale or Lease

Where the Board has failed to act on a transaction, or where the Board has acted but has not yet produced a purchaser within the fifteen (15) day period permitted, the unit owner may withdraw his offer to sell or lease, or sell or lease in accordance with the proposed terms submitted to the board.

Section 5 Form of Consent for the Board

The action by the Board of Managers consenting to a sale or lease shall be in recordable form. The failure of the Board to act on a notice given to it within thirty (30) days shall be deemed to constitute approval of the sale or lease. The unit owner, purchaser or lessee may demand and shall be entitled to receive from the Board consent to the sale or lease in recordable form.

Section 6 Approval of Occupant of Unit

If the proposed purchaser or lessee of a unit, or any interest, therein, is other than a natural person, the approval of the sale may be conditioned upon the approval of the entity or entities which will occupy the unit.

Section 7 Transaction to Which the Right of First Refusal does not Apply

The right of first refusal granted herein shall not be applicable to the following:

(a) The sale, lease or sublease of units by or to the Declarant;

(b) Foreclosure or other judicial sale of Condominium units or a conveyance by the owner of a unit to a Mortgagee in lieu of foreclosure; and any subsequent sale, lease or sublease by a Mortgagee (provided that unrelated persons acquiring the unit from such Mortgagee shall be subject to such right or prior refusal herein);

(c) The sale, lease, or sublease from a unit owner to a partnership, corporation

or limited liability company in which the unit owner is a partner or principal stockholder or member; from a partnership, corporate owner, or limited liability company to the partners, stockholders or members thereof; from partners who are owners to new partners; from one co-owner to another;

(d) A conveyance or transfer from a unit owner by gift, devise by will or interstate succession.

Section 8 No Severance of Ownership

No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other dispositions of the unit to which such interest or interests are appurtenant, or as part of a sale, transfer of other disposition of such part of the Appurtenant Interests of all units.

Section 9 Waiver of Right of Partition With Respect to Such Units as Are Acquired By the Board of Managers or Its Designee, On Behalf of All Unit Owners As Tenants in Common

In the event that a unit shall be acquired by the Board of Managers or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 10 Mortgage of Units

No unit owner shall mortgage his unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the seller of the unit. Any such mortgage shall be made substantially in the form on file with the Board of Managers except for such charges or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers.

Section 11 Selling and Leasing of Units-Payment of Assessments

(a) No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until all unpaid common charges assessed against his unit shall have been paid to the board of Managers and until he has satisfied all unpaid liens against his unit except for permitted mortgages. However, such unpaid common charges can be paid out of the proceeds from the sale of a unit, or by the grantee. Further, a unit owner may

convey his unit and his common interest appurtenant thereto, to the Board of Managers on behalf of all unit owners free of any cost to the Board or the unit owners and upon such conveyance such unit owner shall not be liable for any common charges thereafter accruing against such unit. Any sale or lease of any unit in violation of this section shall be voidable at the election of the Board of Managers.

(b) The provisions of this section shall not be applied to the acquisition or sale of a unit by a mortgagee who shall acquire title to such unit by foreclosure or by dead in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

Section 12 Intentionally Deleted

ARTICLE IX

CONDEMNATION

Section 1 Condemnation

In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Managers. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair and restoration of such common elements, and the Board of Managers shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in the Section, the words “promptly approve” shall mean not more than sixty (60) days from the date of such taking.

ARTICLE X

RECORDS

Section 1 Record and Audits

The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the unit owners, and financial records and

books of account of the Condominium, including as a separate account for each unit, which among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all unit owners. All unit owners will receive annually, within three (3) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and a profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the unit owner and notice of the holding of the annual unit owners meeting. The cost of such report shall be paid by the Board of Managers as a common expense. All unit owners shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board, but not more than once a month.

ARTICLE XI

MISCELLANEOUS

Section 1 Invalidity

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or affect of the balance of these By-Laws.

Section 2 Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3 Gender

The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4 Waiver

No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII

AMENDMENTS TO BY-LAWS

Section 1 Amendments to By-Laws

These By-Laws may be modified or amended by the vote of 66 ⅔% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purpose, but only with the written approval of the unit mortgages, if such approval is required.

ARTICLE XIII

CONFLICTS

Section 1 Conflicts

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law 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 said statute or of the Declaration, as the case may be, shall control.

EXHIBIT II

BY-LAWS

OF

THE TOWER SECTION OF
THE HARVEST PLAZA CONDOMINIUM

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BY–LAWS OF THE TOWER SECTION OF HARVEST PLAZA CONDOMINIUM

ARTICLE I

DEFINITIONS AND TERMS

Section 1 Definitions

(A) The Tower Section Board of Managers

The governing body of the Tower Section of the Condominium which will conduct the condominium affairs and supervise the operation of the Tower Section of the Property.

(B) Building

The multi-unit structure erected at 163-07 72nd Avenue, Fresh Meadows, New York, which will comprise the Tower Units, Unit R1 and the common elements of the Condominium.

(C) Common Charges

Each Tower Unit's proportionate share of the common expenses assessed in accordance with the common interest of the Tower Unit.

(D) Common Elements

All portions of the condominium property other than the Tower Units, including, without limitation, the land, boiler room, meter room, building hallways, stairs, lobby, foundation, roof and supports of the Building existing and set aside for the common use of the Tower Units and Tower Unit Owners.

(E) Common Expenses

The costs and expenses of operating the Property, including such items as repair, replacement, restoration, alteration, addition, maintenance and improvement to the common elements and such sums as designated in the Declaration, By-Laws, the Tower Section By-Laws and Article 9-B of the Real Property Law.

(F) Common Interest

The proportionate undivided interest of each Tower Unit owner in the common elements in fee simple absolute, in accordance with the Declaration. Such interest is expressed as a numerical percentage. The aggregate common interest for all Tower Units is eighty-seven point twenty-two hundred and four percent (87.2204%) of the

Condominium [with Unit R1 consisting of twelve-point seventy-seven ninety-six percent (12.7796%)]. The percentage of common interest of the Tower Unit is the basis for determination, among other things, of such rights and duties of the Tower Unit owner as: (1) voting power, (2) liability for a proportionate share of the common expenses, and (3) the share of any distribution upon the termination of the Condominium.

(G) Condominium

The Tower Units, Unit R1 and common elements constituting the Condominium to be located at 163-07 72nd Avenue, Fresh Meadows, New York. The word Property shall be used interchangeably and shall have the same meaning as the term Condominium is defined above.

(H) Declaration

The recorded, written instrument by which the Property is submitted to the provisions of the New York Condominium Act, as such instrument may be amended from time to time, consistent with the law and the By-Laws.

(I) Limited Common Elements

The common elements appurtenant to a particular Tower Unit or Tower Units, the use of which is restricted to owners of such Tower Unit or Tower Units. The Declaration, By-Laws and Tower Section By-Laws set forth the respective responsibilities of such Tower Unit owner and the Tower Section Board of Managers for the repair and maintenance of the Limited Common Elements.

(J) Property

The Tower Units, Unit R1 and common elements constituting the Condominium to be located 163-07 72nd Avenue, Fresh Meadows, New York. The word Condominium shall be used interchangeably and shall have the same meaning as the term Property which is defined above.

(K) Tower Unit

A Tower Unit means a part of the Tower Section of the Condominium as defined in Declaration of the Condominium for residential or commercial use, with such appurtenances as garage and other parking space, storage room, balcony, terrace and patio.

(L) Tower Unit Owner

The individual(s) or entity owning title to a Tower Unit in fee simple absolute.

Section 2 Tower Unit Ownership

The land situated in the Borough of Queens, City of New York, State of New

York, more particularly described in Schedule A of the Declaration recorded in the Office of the City Register of the City of New York, simultaneously herewith, and the building constructed on said land (Hereinafter the "Property") have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration, and shall hereafter be known as "Harvest Plaza Condominium" (Hereinafter the "Condominium"). Tower Unit Owners shall use their Tower Unit for its designated purposes only.

Section 3 Applicability of Tower Section By-Laws

The provisions of these Tower Section By-Laws are applicable to the Tower Section Property of the Condominium and to the use and occupancy thereof. The term "Tower Section Property" as used herein shall include the land, Tower Section of the Buildings and all other improvements thereon (including the Tower Units and the common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 4 Application

(a) All present and future owners, mortgagees, lessees and occupants of Tower Units and their employees, and any other persons who may use the facilities of the Tower Section Property in any matter are subject to these Tower Section By-Laws, By-Laws, the Declaration, and the Rules and Regulations.

(b) The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Tower Unit shall constitute an agreement that these Tower Section By-Laws, By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 5 Office

The office of the Tower Section Board may be located on the Tower Section of the Condominium property.

ARTICLE II

TOWER UNIT OWNERS

Section 1 Annual Meeting

Within thirty (30) days after the Initial Sponsor Control Period, i.e., before the sale of the last Tower Unit or two (2) years from the closing of title to the first Tower Unit, whichever first occurs, or such earlier time as Sponsor deems in the best interest of the parties, Sponsor shall call the first annual meeting of the Tower Unit Owners. At the

meeting, the member of the first Tower Section Board of Managers will resign, and the new Tower Section Board of Managers will be elected by the Tower Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meeting, there shall be elected by ballot of the Tower Unit Owners a Tower Section Board of Managers in accordance with the requirements of Article II of these Tower Section By-Laws. The Tower Unit Owners may also transact such other business of the Tower Section as may properly come before them.

Section 2 Place of Meeting

The annual meeting of the Tower Unit Owners shall be held at the principal office of the Tower Section Board or at such other suitable place convenient to the Tower Unit Owners as may be designated by the Tower Section Board.

Section 3 Special Meeting

It shall be the duty of the President to call a special meeting of the Tower Unit Owners as directed by the Tower Section Board or upon a petition signed by a majority of the Tower Unit Owners having been presented to the Secretary. 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 Tower Unit Owner of record, at least five (5) days but not more than fifteen (15) days prior to such meeting. The mailing of a notice in the manner provided in these Tower Section By-Laws shall be considered notice served.

Section 4 Adjournment of Meeting

If any meeting of Tower Unit Owners cannot be held because a quorum has not attended, a majority of the Tower Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 5 Order of Business

The order of business at all meetings of the Tower Unit Owners shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting;
(c) Reading of minutes of the preceding meeting;
(d) Reports of officers;
(e) Reports of the Tower Section Board;
(f) Reports of committees;
(g) Election of inspectors of election (when so required);
(h) Election of members of the Tower Section Board (when so required);
(i) Unfinished business; and

(j) New business.

Section 6 Title to Tower Units

Title to Tower Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation, partnership or limited liability company, or in the name of a fiduciary.

Section 7 Voting

The owner or owners of each Tower Unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such Tower Unit at all meetings of Tower Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be irrevocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the Tower Unit Owners. The owners of each Tower Unit (including Declarant, if Declarant shall then own one or more Tower Units) shall be entitled to cast one vote for each 0.01%(rounded up or down to the nearest number) of interest in the common elements attributable to the Tower Unit or Tower Units owned by him on all matters put to a vote at all meetings of the Tower Unit Owners. If Tower Units are owned by more than one (1) person as joint tenants, tenants by the entirety or as tenants in common, the persons owning said Tower Unit shall agree among themselves and cast the votes for their Tower Units. A fiduciary capacity shall be the voting member with respect to any Tower Unit in a fiduciary capacity. Any Tower Unit or Tower Units owned by the Tower Section Board or its designee shall not be entitled to a vote.

Section 8 Majority of Tower Unit Owners

As used in these Tower Section By-Laws the term “majority of Tower Unit Owners” shall mean those Tower Unit Owners having greater than fifty percent (50%) of the total authorized votes of all Tower Unit Owners present in person or by proxy and voting at any meeting of the Tower Unit Owners, determined in accordance with the provisions of Section 7 of this Article II.

Section 9 Quorum

Except as otherwise provided in these Tower Section By-Laws, the presence in person or by proxy of a majority of Tower Unit Owners of the total authorized vote of all Tower Unit Owners shall constitute a quorum at all meetings of the Tower Units Owners. If, however, such quorum shall not be present or represented at any of the meetings of the Tower Unit Owners, the Tower Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meetings from time to time, without notice other than announcement at the meeting until a quorum shall be present.

Section 10 Majority Vote

The vote of a majority of Tower Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Tower Unit Owners for all purposes except where in the Declaration, By-Laws or these Tower Section By-Laws, a higher percentage vote is required.

Section 11 Waiver and Consent

Whenever the vote of Tower Unit Owners at a meeting is required or permitted by any provision of the Declaration, statutes, By-Laws or these Tower Section By-Laws to be taken in connection with any action of the Tower Section, the meeting and vote of all Tower Unit Owners may be dispensed with if all Tower Unit Owners who would have been entitled to vote upon such action if such meeting were held, shall consent in writing to such action being taken.

ARTICLE III

TOWER SECTION BOARD OF MANAGERS

Section 1 Number and Term

The Tower Section Board shall consist of three (3) Managers designated by the Declarant who shall hold office and exercise all powers of the Tower Section Board of Managers. There shall be no limit to the number of terms of office that a Board member may serve, except as otherwise amended by a duly filed amendment to the Tower Section By-Laws.

Section 2 Powers and Duties

The Tower Section Board shall have the powers and duties necessary for the administration of the affairs of the Tower Section and may do all such acts and things except as by law or by the Declaration, By-Laws or these Tower Section By-Laws may not be delegated to the Tower Section Board by the Tower Unit Owners. Such powers and duties of the Tower Section Board shall include, but shall not be limited to, the following:

(a) Operation, care upkeep and maintenance of the common elements;

(b) Determination of the common charges from the Tower Unit Owners;

(c) Collection of the common charges from the Tower Unit Owners;

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements;

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the Tower Unit Owners to overrule the Board (See Article XII, Section I);

(f) Opening of bank accounts on behalf of the condominium and designation the signatories required therefore;

(g) Purchasing or leasing or otherwise acquiring in the name of the Tower Section Board, or its designee, corporate or otherwise, on behalf of all Tower Unit Owners, Tower Units offered for sale or lease or surrendered by their owners to the Tower Section Board;

(h) Purchasing of Tower Units at foreclosure or other judicial sales in the name of the Tower Section Board, or its designee, corporate or otherwise, on behalf of all Tower Unit Owners;

(i) Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Tower Units acquired by, and sub-leasing Tower Units leased by the Tower Section Board of its designee, corporate or otherwise, on behalf of all Tower Unit Owners;

(j) Organizing corporations to act as designees of the Tower Section Board in acquiring title to or leasing of Tower Units on behalf of all Tower Unit Owners;

(k) Obtaining and reviewing of insurance for the Tower Section Property, including and Tower Units, pursuant to the provision of the Article VI, Section 3 hereof;

(l) Making of repairs, additions and improvements to or alterations of the Tower Section Property and repairs to and restoration of the Tower Section Property in accordance with the other provisions of these Tower Section By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings. The Tower Section Board may make additions, alterations or improvements to the common elements costing in excess of $10,000.00 only with approval of a majority of the Tower Unit owners. While the Declarant is in control of the Tower Section Board, the Tower Section Board may make additions, alterations or improvements to the common elements costs in excess of $10,000.00 or enter into service or maintenance contracts the durations of which will extend more than one (1) year after the Declarant loses control of the Tower Section Board, only with approval of a majority of the Tower Unit Owners, excluding the Declarant, voting at a duly held meeting of the Tower Unit Owners. Notwithstanding the above, the $10,000.00 limitation will not be applicable to the expenses relating to (i) comply with applicable laws or regulations; or (ii) remedy any notice of violations; or (iii) remedy any work order by an insurer;

(m) Borrowing money on behalf of the Tower Section when required in connection with the operation, care, upkeep and maintenance of the common elements, provided however, that (i) the consent of a least 66-⅔% in number of all Tower Unit

Owners, obtained at a meeting duly called and held for such purpose in accordance with provisions of these Tower Section By-Laws, shall be required for the borrowing of any sum in excess of $10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Tower Unit or its appurtenant interest in the common element without the written consent of the owner of the said Tower Unit;

(n) Instituting proceedings to contest the real estate tax assessment against the Tower Units with the consent of the Tower Unit Owners.

Section 3 Managing Agent and Manager

The Tower Section Board may employ for the Tower Section a managing agent and/or a manager at a compensation established by the Tower Section Board to perform such duties and services as the Tower Section Board shall authorize, including, but not limited to the duties listed in subdivisions (a), (b), (c), (d), (k) and (l) of Section 2 of this Article III. The Tower Section Board may delegate to the manager or managing agent, all of the powers set forth in subdivisions (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j), (k), (l) and (n) of Section 2 of this Article III.

Section 4 First Tower Section Board of Managers

The first Tower Section Board shall consist of three (3) person(s) designated by the Sponsor in Section Q, who shall hold office and exercise all powers of the Tower Section Board until the first annual meeting of Tower Unit Owners. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

Section 5 Removal

Managers may be removed for cause by an affirmative vote of a majority of the Tower Unit Owners. No Manager shall continue to serve on the Tower Section Board if, during his term of office, he shall cease to be a Tower Unit Owner. The managers designated by the Declarant can be removed only by the Declarant.

Section 6 Vacancies

If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirements, disqualifications, removal from office or otherwise, a majority of the remaining managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the First Tower Section Board (see Section 4 of this Article) who has been designated by the Declarant, the Declarant shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

Section 7 Organization Meeting

The first meeting of the members of the Tower Section Board following the annual meeting of the Tower Unit Owners shall be held ten (10) days thereafter, at such time and place as shall be fixed by the Tower Unit Owners at the meeting at which such Tower Section Board shall have been elected, and no notice shall be necessary to the newly elected members of the Tower Section Board in order legally to constitute such meeting, providing a majority of the whole Tower Section Board shall be present thereat.

Section 8 Regular Meetings

Regular meetings of the Tower Section Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Tower Section Board, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Tower Section Board shall be given to each member of the Tower Section Board, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9 Special Meetings

Special meetings of the Tower Section Board may be called by the President on three (3) business days' notice to each member of the Tower Section Board, given by mail or telecopier, which notice shall state the time, place and purpose of the meeting. Special meetings of the Tower Section Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Tower Section Board.

Section 10 Waiver of Notice

Any member of the Tower Section Board may at any time waive notice of any meeting of the Tower Section Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Tower Section Board at any meeting of the Tower Section Board shall thereof. If all the members of the Tower Section Board are present at any meeting of the Tower Section Board, no notice shall be required and any business may be transacted at such meeting.

Section 11 Quorum of Tower Section Board

At all meetings of the Tower Section Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board constitute the decision of the Tower Section Board. If at any meeting of the Tower Section Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12 Fidelity Bonds

The Tower Section Board shall obtain adequate fidelity bonds for all officers and employees of the Tower Section handling or responsible for Tower Section funds. The premiums on such bonds shall constitute a common expense.

Section 13 Compensation

No member of the Tower Section Board or any officer shall receive any compensation from the Tower Section for acting as such.

Section 14 Liability of the Tower Section Board

The members of the Tower Section Board shall not be liable to the Tower Unit Owners for any mistake or judgment, negligence, or otherwise, except for their own individual willful misconduct, bad faith, or gross negligence. The Tower Unit owners shall indemnify and hold harmless each of the members of the Tower Section Board against all contractual liability to others arising out of contracts made by the Tower Section Board on behalf of the Tower Section unless any such contract shall have been made in bad faith or contrary to provisions of the Declaration, By-Laws or these Tower Section By-Laws. It is intended that the members of the Tower Section Board shall have no personal liability with respect to any contract made by them on behalf of the Tower Section. It is also intended that the liability of any Tower Unit Owner arising out of any contract made by the Tower Section Board or out of the aforesaid indemnity in favor of the members of the Tower Section Board shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the Tower Unit Owners in the common elements. Every agreement made by the Tower Section Board or by the Managing Agent or by the manager of the Tower Section shall provide that the members of the Tower Section Board, or the managing agent, or the managers, as the case may be, are acting only as the agent for the Tower Unit owner and shall have no personal liability thereunder (except for their own liability as Tower Unit Owners), and that each Tower Unit Owner's liability thereunder shall be limited to such proportion of the total liability therein as his interest in the common elements bears to the interest of all Tower Unit Owners in the common elements.

Section 15 Management Agent

The Tower Section Board may employ for the Tower Section a management agent under a term contract or otherwise a compensation establishment by the Tower Section Board, to perform such duties and services and the Tower Section Board shall authorize including, but not limited to, all of the delegable duties of the Tower Section Board listed in this Article while the Declarant is in control of the Tower Section for a period of more than two (2) years after the recording of the Declaration unless the contract provides that it may be cancelled by the Tower Section upon ninety (90) days' notice.

ARTICLE IV

OFFICERS

Section 1 Elective Officers

The principal officers of the Tower Section shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Tower Section Board. The Tower Section Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but not other officers, shall be members of the Tower Section Board. All officers shall be the Tower Unit Owners or members of the Tower Section Board. Except as otherwise elected or appointed by Declarant, two (2) or more offices may not be held by the same person.

Section 2 Election of Officers

The officers of the Tower Section Board shall be elected annually by the Tower Section Board at the organization meeting of each new Tower Section Board and shall hold office at the pleasure of the Tower Section Board and until their successors are elected.

Section 3 Appointment of Officers and Agents

The Tower Section Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Tower Section Board.

Section 4 Removal of Officers

Upon the affirmative vote of a majority of the members of the Tower Section Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Tower Section Board, or at any special meeting of the Tower Section Board called for such purpose.

Section 5 President

The president shall be the chief executive officer of the Tower Section. He shall preside at all meetings of the Tower Unit Owners and of the Tower Section Board. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from the Tower Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Tower Section.

Section 6 Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Tower Section Board shall appoint some other member of the Tower Section Board to act in the place of the President, on the duties as shall from time to time be imposed upon him by the Tower Section Board or by the President.

Section 7 Secretary

The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Tower Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give or cause to be given notice to all Tower Unit Owners of the meeting and special meetings of the Tower Section Board, and shall perform such other duties as may be prescribed by the Tower Section Board or by the President, under whose supervision he shall be.

Section 8 Treasurer

The Treasurer shall have the responsibility for Tower Section funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Tower Section Board, or the managing agent, in such depositories as may from time to time be designated by the Tower Section Board, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 9 Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Tower Section shall be executed by any two (2) officers of the Tower Section or by such other person or persons as may be designated by the Tower Section Board.

Section 10 Compensation of Officers

No officer shall receive any compensation from the Tower Section for acting as such.

ARTICLE V

NOTICES

Section 1 Definition

Whenever under the provisions of the Declaration, By-Laws, or these Tower Section By-Laws, notice is required to be given to the Tower Section Board , any manager, Tower Unit owner, or mortgagee, shall not be construed to mean personal notice; but such notice may be given in writing, by personal service or by registered or certified mail, return receipt requested, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Tower Section Board, such manager or Tower Unit Owner or mortgagee at such address as appears on the books of the Tower Section .

Section 2 Service of Notice-Waiver

Whenever any notice is required to be given under the provisions of the Declaration, or By-Laws, or these Tower Section 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

OPERATION OF THE TOWER SECTION PROPERTY

Section 1 Checks

All checks or demands for money and notes of the Tower Section shall be signed by the President and Treasurer or by such other officers or other person or persons as the Tower Section Board may from time to time designate.

Section 2 Determination of Common Expense and Fixing of Common Charges

The Tower Section Board shall from time to time, at least annually, prepare a budget for the Tower Section, determine the amount of the common charges payable by the Tower Unit Owners to meet the common expenses of the Tower Section and allocate and assess such common charges among the Tower Unit Owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Tower Section Board pursuant to the provisions of Section 3 of this Article VI and the fees and disbursements of the Insurance Trustee. The common expenses shall also include such amounts as the Tower Section Board may deem proper

for the operation and maintenance of the Tower Section Property, including, without limitation, an amount for working capital of the Tower Section, for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the common expenses for any prior year and real estate taxes during the period that Tower Units are not separately assessed. The common expenses may also include such amounts as may be required for the purchase or lease by the Tower Section Board or its designee, corporate or otherwise, on behalf of all Tower Unit Owners, of any Tower Unit whose owner has elected to sell or lease such Tower Unit or if any Tower Unit which is to be sold at a foreclosure or other judicial sale. The Tower Section Board shall advise all Tower Unit Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Tower Section Board, as aforesaid, and shall furnish copies of each budget on which common charges are based, to all Tower Unit Owners and to their mortgagees.

Section 3 Insurance

(a) The Tower Section Board shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the buildings containing the Tower Units (including all of the Tower Units and the bathrooms initially installed therein by the Declarant and any other personal property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by the Tower Unit Owners), together with all other service machinery contained therein and covering the interests of the Tower Section , the Tower Section Board and all Tower Unit Owners and their mortgagees, as interest may appear, in the amount equal to the full replacement cost determined by the Tower Section Board and approved by the mortgagees; each of said policies shall contain a Tower Section Property Endorsement and a New York standard mortgage clause in favor of each mortgagee of a Tower Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgage as its interest may appear, subject, however, to the loss payment provisions in favor of the Tower Section Board and the Insurance Trustee, as herein provided; (2) workmen's compensation insurance, if the Tower Section has employees, (3) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Tower Section , shall be carried on each member for the Tower Section Board , officers of the Tower Section , managing agent and managers including any person or persons handling or responsible for funds of the Tower Section ; (4) disability benefits insurance if the Tower Section has employees; and (5) such other insurance as the Tower Section Board may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Tower Section Board (with the approval of the Insurance Trustee if $50,000.00 or more), and that the total proceeds thereof, if $50,000.00 or less, shall be payable to the Tower Section Board and if more than $50,000.00, shall be payable to the Insurance Trustee.

(b) 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 Tower Unit Owners or of invalidity arising from any acts of the insured or any Tower Unit Owners, and shall provide that such policies may not be

cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured's, including all mortgagees of Tower Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Tower Units at least ten (10) days prior to expiration of the current policies.

(c) The Tower Section Board may, in its discretion, obtain and maintain, to the extend obtainable, public liability insurance in such limits as the Tower Section Board may from time to time determine, covering each member of the Tower Section Board, the managing agent, the manager, and each Tower Unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

(d) Tower Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the Tower Section Board shall not be affected or diminished of any such additional insurance carried by any Tower Unit owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Tower Section Board.

Section 4 The Insurance Trustee

A New York State bank or trust company shall be the Insurance Trustee unless and until it shall be replaced by a bank or trust company located in the State of New York, designated by the Tower Section Board and shall constitute a common expense of the Tower Section. In the event the Insurance Trustee resigns or fails to qualify, the Tower Section Board shall designate a New Insurance Trustee which shall be a bank or a trust company located in the State of New York.

Section 5 Repair or Reconstruction after Fire or Other Casualty

(a) In the event of damage to or destruction of the Building containing the Tower Units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Buildings containing the Tower Units are destroyed or substantially damaged and seventy-five percent (75%) or more of the Tower Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Tower Section Board shall arrange for the prompt repair and restoration of the Building containing the Tower Units (including any damaged Tower Units, and any bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture of Tower Unit Owners), and the Tower Section Board of the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Tower Section Board may assess all the Tower Unit Owners for such deficit as part of the common charges.

(b) If seventy-five percent (75%) or more of the Buildings containing the

Tower Units are destroyed or substantially damaged and seventy-five percent (75%) or more of the Tower Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Tower Section Property shall be subject to an action for partition at the suit of any Tower Unit owner or lienor, as if owned in common, in which event the net proceeds of the sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 5, 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 the Tower Unit Owners in proportion to their respective common interests, after first paying out of the share of each Tower Unit owner the amount of any unpaid liens on his Tower Unit in the order of the priority of such liens.

(c) Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Tower Section Board and the Tower Unit owner or Tower Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Tower Section Board and Tower Unit Owner or owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary, or in the event there is no Insurance Trustee, not more than sixty (60) days from the date of receipt of insurance funds on account of such damage or destruction and wherever the words, "promptly resolve" are used it shall also not mean more than sixty (60) days from the date of receipt of said insurance funds.

Section 6 Payment of Common Charges

(a) All Tower Unit Owners shall be obligated to pay the common charges assessed by the Tower Section Board pursuant to the provisions of section 2 of this Article at such time or times as the Tower Section Board shall determine.

(b) No Tower Unit owner shall be liable for the payment of any part of the common charges assessed against his Tower Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Article VIII of these By-Laws) of such Tower Unit, together with the Appurtenant Interests, as defined in Section 11 of Article VIII hereof. In addition, any Tower Unit owner may, subject to the terms and conditions specified in these Tower Section By-Laws, provided that his Tower Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid common charges, convey his Tower Unit, together with the "Appurtenant Interests" to the Tower Section Board , or its designee, corporate or otherwise, on behalf of all other Tower Unit Owners and in such event be exempt from common charges thereafter assessed. A purchaser of a Tower Unit shall be liable for the payment of common charges assessed and unpaid against such Tower Unit prior to the acquisition by him of such Tower Unit, except that a mortgagee or other purchaser of a Tower Unit at a foreclosure sale of such Tower Unit shall not be liable for and such Tower Unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 7 Collection of Assessments

(a) The Tower Section Board shall assess common charges against the Tower Unit Owners from time to time at least annually and shall take prompt action to collect any common charges due from any Tower Unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

(b) The Declarant shall be liable for the monthly common charges of all Tower Units which have not been transferred to a purchaser, commencing after the closing of title to the first Tower Unit. The Declarant will cause the Tower Section Board to file a lien as provided by Real Property Law Section 339-AA on the Tower Units in which Declarant is thirty (30) days in arrears of common charges while in control of Tower Section Board.

Section 8 Default in Payment of Common Charges

(a) In the event of default by any Tower Unit owner in paying to the Tower Section Board the common charges as determined by the Tower Section Board, such Tower Unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including Attorney's fees, incurred by the Tower Section Board. The Tower Section Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including Attorney's fees, in an action to recover the same brought against such Tower Unit owner, or by foreclosure of the lien on such Tower Unit granted by Section 339-Z of the Real Property Law of the State of New York, in the manner provided in Section 339-AA thereof. A Tower Unit owner defaulting in payment of common charges shall not be permitted to vote at any regular or special meeting of Tower Unit Owners and the Tower Section Board may request the Tower Section to suspend Tower Unit privileges in it until the default is cured.

(b) Default in payment of common charges by non-occupying owners: - Real Property Law, Section 339-KK.

The Real Property Law has been amended by adding a new section 339-KK, which provides to the effect as follows:

If a unit owner who does not occupy the unit rents such unit to a rental tenant, and then fails to make payments due for common charges, assessments or late fees for such unit, within sixty (60) days from the expiration period after they are due, the Board of Managers shall provide a 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 payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers 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 of Managers may elect not to require that rental payments be made payable to the Board of Managers. At such time as payments for common charges, assessments and late fees from the non-occupying owners

are once again current, a notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board of Managers' claim to rental payments shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers which must be held within thirty (30) days of the date that such Board received notice that such owner seeks to dispute such claim. Payment by a rental tenant to the Board of Managers shall relieve the rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

Section 9 Foreclosure of Liens for Unpaid Common Charges

In any action brought by the Tower Section Board to foreclosure a lien on a Tower Unit because of unpaid common charges, the Tower Unit owner shall be required to pay a reasonable rental for the use of his Tower Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Tower Section Board, acting on behalf of all Tower Unit Owners, shall have the power to lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10 Statement of Common Charges

The Tower Section Board shall promptly provide any Tower Unit owner so requesting the same in writing, with a written statement of all unpaid common charges are due from such Tower Unit owner.

Section 11 Repairs and Maintenance

(a) All maintenance, repairs and replacements to the common elements of the property, including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any public utility lines, sewer lines, and drainage system that are located in the common elements and serve one or more Tower Units, and exterior maintenances shall be a common expense. All maintenance (including electrical and plumbing repairs in the Tower Units), repairs and replacements to the Tower Units including windows, (including all glass breakage), doors, windows and door which open from a Tower Unit (except painting and maintenance of the exterior surfaces which is performed by the Tower Section Board), and repairs to the heating system, pipes, wires and conduits located within or without the same Tower Unit other than as set forth above shall be made by the respective Tower Unit owner at their own expense. However, the Tower Section Board shall repair and replace any public utility lines, sewer line and drainage systems located underground or overhead of any irrevocably restricted common element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Tower Unit owner to which the common element is restricted in use, in which event such Tower Unit owner shall bear the cost of such repairs or

replacements. The Tower Section Board and its agents, employees and contractors shall have a right of access to any Tower Unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these Tower Section By-Laws, By-Laws or the Declaration of the Condominium. The Tower Section Board shall provide snow plowing for the roadways located on the property. All replacements, repairs, painting or maintenance, whether made by the Tower Unit owner or the Tower Section Board to the doors, windows, or the exterior surface of the Building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Declarant. In the event that a Tower Unit owner fails to make any maintenance or the event that a Tower Unit owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other Tower Unit, the Tower Section Board shall have the right to make such maintenance or repair (after the failure of the Tower Unit owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Tower Unit owner for the cost of such repairs and/or maintenance. In the event that the Tower Section Board charges a Tower Unit owner who fails to make prompt payment, the Tower Section Board shall be entitled to bring suit thereon and, in such event, the Tower Unit owner shall be liable for the reasonable attorney's fees and costs of such suit or proceeding together with interest on all sums due.

(b) As long as the Declarant continues to own twenty-five percent (25%) or more Tower Units, but in no event longer than five (5) years from the conveyance of the first Tower Unit, the Tower Section will not be allowed to incur a substantial increase in maintenance costs (e.g., no additional employees) and cannot make any repairs or alterations greater than $10,000.00 without the Declarant's consent. However, this $10,000.00 limitation shall not be applicable to the expenses to (i) comply with applicable laws and regulations; or (ii) remedy any notice of violation; or (iii) remedy any work order by an insurer; or (iv) for any repair or maintenance required for the health and/or safety of the occupants of the building.

Section 12 Limited Common Elements

All repairs and maintenance of limited common elements shall be the sole responsibility of the Tower Unit Owner or owners having exclusive use thereof.

Section 13 Restrictions on Use of Tower Units

In order to provide for congenial occupancy of the Tower Section Property and for the protection of the values of the Tower Units, the use of the Tower Section Property shall be restricted to and shall be in accordance with the following provisions:

(a) Each Tower Unit may only be used for its designated purpose in accordance with the Certificate of Occupancy.

(b) The Common Elements shall be used only for the furnishing of the services

and facilities for which they are reasonably suited and which are incident to the use and occupancy of Tower Units.

(c) No nuisances shall be allowed on the Tower Section Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Tower Section Property by its occupants.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency, shall be eliminated, by and at the sole expense of the Tower Unit Owners, or the Tower Section Board, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No garbage, in cans or otherwise, shall be placed in the halls or on the staircase landings, or any other portion of the Common Elements except where designated by the Tower Section Board or Managing Agent.

(f) The Tower Section Board or its designated agent may retain a passkey to the Tower Units. No Tower Unit owner shall alter any lock or install a new lock on any door of the Tower Units without the written consent of the Tower Section Board. When such consent is given, the Tower Unit Owners shall provide the Tower Section Board, or its agent, with an additional key.

(g) If any keys are entrusted by a Tower Unit owner or by his agent, servant, employee, invitee, licensee or visitor, to any employee or agent of the Tower Section Board, for any lock other than a lock on the door of the Tower Unit, the relinquishment of the key shall be at the sole risk of such Tower Unit owner or other person, and the Tower Section Board shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

(h) Tower Unit Owners may not maintain pets in the Tower Units.

(i) The following smoking policy applies to the Tower Section:

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

(1) Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and

any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit" also means "Tower Unit" for purposes of this Smoking Policy.

(e) "Unit Owner", also means "Tower Unit Owner", is the individual(s) or entity owning a Condominium Unit in the Condominium.

(2) Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(3) Penalties for Violations

(a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

(4) Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

(5) Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

(6) Effective Date

This Smoking Policy is effective immediately.

Section 14 Additions, Alterations or Improvements by Tower Section Board

(a) Whenever in the judgment of the Tower Section Board the common elements shall require additions, alterations or improvements costing in excess of $10,000.00 and the making of such additions, alterations or improvements shall have been approved by a majority of the Tower Unit owners and by each holder of mortgages constituting first liens on twenty-five percent (25%) or more Tower Units, the Tower Section Board shall proceed with such additions, alterations or improvements and shall assess all Tower Unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Tower Section Board without approval of the Tower Unit Owners and the cost thereof shall constitute part of the common expenses.

(a) Notwithstanding the above, as long as the Declarant continues to own twenty-five percent (25%) or more Tower Units, the Tower Section will not be allowed without Declarant's consents to incur a substantial increase in maintenance costs (e.g. no additional employees) and cannot make any alterations costing greater than $10,000.00.

Section 15 Additions, Alterations or Improvements by Tower Unit Owner

No Tower Unit owner shall make any structural addition, alteration or improvement or perform electrical and plumbing works in or to his Tower Unit, without prior written consent thereto of the Tower Section Board. All electrical appliances and

equipment of any kind of nature, installed or used in each Tower 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. The Tower Section Board shall have the obligation to answer any written request by a Tower Unit owner for approval of a proposed structural addition, alteration or improvement in such Tower Unit owner's Tower Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Tower Section Board to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration, or improvement in or to any Tower Unit shall be executed by the Tower Section Board only, without incurring any liability on the subcontractor or material-man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 15 shall not apply to Tower Units owned by the Declarant until such Tower Units shall have been sold by the Declarant and paid for. Balconies shall not be enclosed.

Section 16 Use of Common Elements and Facilities

A Tower Unit owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall not be used for any other purpose than normal transit through them.

Section 17 Right of Access

A Tower Unit owner shall grant a right of access to his Tower Unit, to the manager and/or the managing agent and/or any other person authorized by the Tower Section Board , the manager or the managing agent, for the purpose of making the manager or the managing agent inspections or for the purpose of correcting any condition originating in his Tower Unit and threatening another Tower Unit or common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Tower Unit or elsewhere in the Building in which the Tower Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Tower Unit owner. In case of an emergency, such right of entry shall be immediate, whether the Tower Unit owner is present at the time or not. In the event of the exercise of the right of access provided in this Section, any costs for repairs shall be borne in accordance with the provisions of Section 11 of this Article VI.

Section 18 Rules of Conduct

Rules and regulations concerning the use of Tower Units and the common elements may be promulgated and amended by the Tower Section Board. A majority vote of Tower Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Tower Section Board to each Tower Unit Owner prior to the time when the same shall become effective.

Section 19 Water Charges and Sewer Rents

Water shall be supplied to all the Tower Units and the common elements through a building meter, and the Tower Section Board shall pay, as a common expense, all charges for water consumed on the condominium property including the Tower Units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Tower Unit by the owner thereof, the Tower Section Board, on request of the selling Tower Unit owner shall execute and deliver to the purchaser of such Tower Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the common area as of the date of closing of title to such Tower Unit promptly after such charges shall have been billed.

Section 20 Electricity and Gas

Electricity and gas shall be supplied by the public utility company serving the area directly to each Tower Unit through a separate meter. Each Tower Unit owner shall be required to pay the bills for electricity and gas within his/her Tower Unit. The electricity and gas serving the common area shall be separately metered, and the Tower Section Board shall pay all bills for electricity consumed in the portions of the common elements as common expenses.

Section 21 Operating Account

There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Tower Units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale and other expenses resulting from the purchase or lease of the Tower Units.

Section 22 Other Accounts

The Tower Section Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

ARTICLE VII

MORTGAGES

Section 1 Notice to Tower Section Board

A Tower Unit owner, who mortgages his Tower Unit, shall notify the Tower

Section Board the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Tower Section Board; the Tower Section Board shall maintain such information in a book entitled "Mortgages of Tower Units."

Section 2 Notice of Unpaid Charges

The Tower Section Board when so requested in writing by a mortgagee of a Tower Unit shall promptly notify any mortgagee of a Tower Unit of such Tower Unit owner's default, including nonpayment of common charges, in the obligations of such Tower Unit owner under the Declaration, By-Laws, Tower Section By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Tower Section Board issued with respect thereto.

Section 3 Notice of Default

The Tower Section Board, when giving notice to a Tower Unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Tower Unit whose name and address has heretofore been furnished to the Tower Section Board.

Section 4 Notice of Condemnation or Casualty Loss

The Tower Section Board, when giving notice to a Tower Unit owner of condemnation or casualty loss, shall send a copy of such notice to each holder of a mortgage and guarantor(s) of the mortgage, if any, covering such Tower Unit whose name and address has heretofore been furnished to the Tower Section Board.

Section 5 Examination of Books

Each Tower Unit owner and each mortgagee of a Tower Unit shall be permitted to examine the books of account of the Tower Section at reasonable times, on business days.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF TOWER UNITS

Section 1 Right of First Refusal on Sale or Lease of Tower Units by the Tower Section Board

(a) The Tower Units will not be offered for sale, transferred, nor further subdivided unless and until an amended no-action letter is obtained or an offering plan has been filed with the Department of Law.

(b) In the event that Declarant has obtained an amended no-action letter or filed an offering plan with the Department of Law, a Tower Unit Owner shall have the right to sell or lease his Tower Unit provided he gives notice of the bona fide terms of any proposed sale or lease to the Tower Section Board and obtains its waiver of first right of refusal to purchase or lease such Tower Unit. The failure of the Tower Section Board to act on such proposed sale or lease within thirty (30) days after notice thereof shall be deemed to constitute the waiver. If the Board elects to exercise its right of first refusal, it shall within fifteen (15) days after making its decision known, produce a purchaser or lessee approved by it who will accept the transaction upon terms as favorable to the Tower Unit owner as the terms stated in the notice to the Tower Section Board. If the Tower Section Board does not produce such a purchaser or lessee within the aforesaid fifteen (15) days, the Tower Unit owner shall have the right to effectuate such sale or lease on the terms submitted, as more specifically set forth herein.

(c) The Tower Section Board or its designee, may elect to purchase or lease such Tower Unit on behalf of all of the Tower Unit Owners, in the manner set forth herein, provided that approval for such purchase or lease is obtained from the Tower Unit Owners of not less than seventy-five percent (75%) of the Tower Units in common interest. In the event the Tower Section Board does not have sufficient funds on hand for such purchase or lease from working capital, it may either borrow such funds and/or assume an existing indebtedness secured by the Tower Unit, provided such borrowing is secured only by a mortgage, or may assess the Tower Unit Owners therefore in proportion to their respective common interest, or the Board may use any combination of these methods to undertake the acquisition.

(d) In the event the Tower Section Board shall notify the selling Tower Unit owner of its intention to exercise its right to purchase or lease of the Tower Unit then, within fifteen (15) days of such notification the Purchaser or Lessee supplied by the Board, shall execute a contract to sell or lease pertaining to such Tower Unit at the purchase price and other terms set forth in the contract to sell supplied with the notice of transfer or on other terms more favorable to the owner of the Tower Unit. The closing of title of the Tower Unit or date of the commencement of the term of lease shall be the same as set forth in the contract to sell or lease included in the notice of intention to sell the Tower Unit.

Section 2 Unauthorized Sale or Lease is Voidable

Any sale, voluntary transfer, conveyance or lease which is not authorized by the terms of the By-Laws, or the Tower Section By-Laws or for which authorization has not been obtained pursuant to the terms thereof is voidable and may be voided in an action brought by an immediately contiguous Tower Unit Owner or the Tower Section Board.

Section 3 Notice

(a) All notices referred to in this Article VIII shall be given by registered or certified mail, return receipt requested. Delivery shall be deemed made and notice shall be

deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

(b) A Tower Unit owner intending to make a transfer, sale or lease or the Tower Unit or any part thereof, or interest therein, shall give notice to the Tower Section Board of such intention. He shall furnish at the time to the Board: (i) the name and address of the intended grantee or lessee; (ii) a statement of all the terms of the transactions; (iii) financial references of the transferee or lessee; (iv) the specific occupation of the transferee or lessee including any areas of specialization; (v) an executed copy of the proposed contract to sell or lease; and (vi) such other information as the Tower Section Board may reasonably require. He shall use the form, if any, supplied by the Board in order to supply such information. Such notice, when given, shall constitute a representation, warranty and an offer to sell or lease to any purchaser or lessee produced by the Tower Section Board and a representation that the Tower Unit Owner believes the offer to be bona fide in all respects.

Section 4 Tower Unit Owner's Right to Withdraw Tower Unit from Proposed Sale or Lease

Where the Tower Section Board has failed to act on a transaction, or where the Board has acted but has not yet produced a purchaser within the fifteen (15) day period permitted, the Tower Unit owner may withdraw his offer to sell or lease, or sell or lease in accordance with the proposed terms submitted to the board.

Section 5 Form of Consent for the Tower Section Board

The action by the Tower Section Board consenting to a sale or lease shall be in recordable form. The failure of the Tower Section Board to act on a notice given to it within thirty (30) days shall be deemed to constitute approval of the sale or lease. The Tower Unit Owner, purchaser or lessee may demand and shall be entitled to receive from the Tower Section Board consent to the sale or lease in recordable form.

Section 6 Approval of Occupant of Tower Unit

If the proposed purchaser or lessee of a Tower Unit, or any interest, therein, is other than a natural person, the approval of the sale may be conditioned upon the approval of the entity or entities which will occupy the Tower Unit.

Section 7 Transaction to Which the Right of First Refusal does not Apply

The right of first refusal granted herein shall not be applicable to the following:

(a) The sale, lease or sublease of Tower Units by or to the Declarant;

(b) Foreclosure or other judicial sale of Tower Units or a conveyance by the owner of a Tower Unit to a Mortgagee in lieu of foreclosure; and any subsequent sale,

lease or sublease by a Mortgagee (provided that unrelated persons acquiring the Tower Unit from such Mortgagee shall be subject to such right or prior refusal herein);

(c) The sale, lease, or sublease from a Tower Unit owner to a partnership, corporation or limited liability company in which the Tower Unit owner is a partner or principal stockholder or member; from a partnership, corporate owner, or limited liability company to the partners, stockholders or members thereof; from partners who are owners to new partners; from one co-owner to another;

(d) A conveyance or transfer from a Tower Unit Owner by gift, devise by will or interstate succession.

Section 8 No Severance of Ownership

No Tower Unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Tower Unit without including therein the Appurtenant Interests, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any Tower Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other dispositions of the Tower Unit to which such interest or interests are appurtenant, or as part of a sale, transfer of other disposition of such part of the Appurtenant Interests of all Tower Units.

Section 9 Waiver of Right of Partition With Respect to Such Tower Units as Are Acquired By the Tower Section Board or Its Designee, On Behalf of All Tower Unit Owners As Tenants in Common

In the event that a Tower Unit shall be acquired by the Tower Section Board or its designee, on behalf of all Tower Unit Owners as tenants in common, all such Tower Unit Owners shall be deemed to have waived all rights of partition with respect to such Tower Unit.

Section 10 Mortgage of Tower Units

No Tower Unit Owner shall mortgage his Tower Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the seller of the Tower Unit. Any such mortgage shall be made substantially in the form on file with the Tower Section Board except for such charges or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Tower Section Board.

Section 11 Selling and Leasing of Tower Units-Payment of Assessments

(a) No Tower Unit Owner shall convey, mortgage, pledge, hypothecate, sell or

lease his Tower Unit unless and until all unpaid common charges assessed against his Tower Unit shall have been paid to the Tower Section Board and until he has satisfied all unpaid liens against his Tower Unit except for permitted mortgages. However, such unpaid common charges can be paid out of the proceeds from the sale of a Tower Unit, or by the grantee. Further, a Tower Unit owner may convey his Tower Unit and his common interest appurtenant thereto, to the Tower Section Board on behalf of all Tower Unit Owners free of any cost to the Tower Section Board or the Tower Unit Owners and upon such conveyance such Tower Unit Owner shall not be liable for any common charges thereafter accruing against such Tower Unit. Any sale or lease of any Tower Unit in violation of this section shall be voidable at the election of the Tower Section Board.

(b) The provisions of this section shall not be applied to the acquisition or sale of a Tower Unit by a mortgagee who shall acquire title to such Tower Unit by foreclosure or by dead in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

Section 12 Intentionally Deleted

ARTICLE IX

CONDEMNATION

Section 1 Condemnation

In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Tower Section Board. If seventy-five percent (75%) or more of the Tower Unit Owners duly and promptly approve the repair and restoration of such common elements, and the Tower Section Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the Tower Unit Owners do not duly and promptly approve the repair and restoration of such common elements, the Tower Section Board shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in the Section, the words “promptly approve” shall mean not more than sixty (60) days from the date of such taking.

ARTICLE X

RECORDS

Section 1 Record and Audits

The Tower Section Board or the managing agent shall keep detailed records of the actions of the Tower Section Board and the managing agent, minutes of the meetings of the Tower Section Board, minutes of the meetings of the Tower Unit Owners, and financial records and books of account of the Tower Section , including as a separate account for each Tower Unit, which among other things, shall contain the amount of each assessment of common charges against such Tower Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Tower Section, certified by an independent certified public accountant, shall be rendered by the Tower Section Board to all Tower Unit Owners. All Tower Unit Owners will receive annually, within three (3) months of the end of each fiscal year, copies of an annual report of the Tower Section including a balance sheet and a profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Tower Unit owner and notice of the holding of the annual Tower Unit Owners meeting. The cost of such report shall be paid by the Tower Section Board as a common expense. All Tower Unit Owners shall be entitled to examine the books and records of the Tower Section on reasonable notice to the Tower Section Board, but not more than once a month.

ARTICLE XI

MISCELLANEOUS

Section 1 Invalidity

The invalidity of any part of these Tower Section By-Laws shall not impair or affect in any manner the validity, enforceability or affect of the balance of these Tower Section By-Laws.

Section 2 Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Tower Section By-Laws, or the intent of any provision thereof.

Section 3 Gender

The use of the masculine gender in these Tower Section By-Laws shall be deemed

to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4 Waiver

No restriction, condition, obligation, or provision contained in these Tower Section By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII

AMENDMENTS TO THE TOWER SECTION BY-LAWS

Section 1 Amendments to Tower Section By-Laws

These Tower Section By-Laws may be modified or amended by the vote of 66 ⅔% in number and in common interest of all Tower Unit Owners at a meeting of Tower Unit Owners duly held for such purpose, but only with the written approval of the Tower Unit mortgages, if such approval is required.

ARTICLE XIII

CONFLICTS

Section 1 Conflicts

These Tower Section By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these Tower Section By-Laws conflict with the provisions of said statute, the Declaration, or By-Laws, the provisions of said statute, the Declaration, or By-Laws, as the case may be, shall control.

SECTION II CERTIFICATIONS

Certification of Sponsor and Principals

October 19, 2022

New York State
Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: The Tower Units At Harvest Plaza Condominium
163-07 72nd Avenue
Fresh Meadows, New York 11365

Dear Sir(s):

We are the Sponsor and Sponsor's principals 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 Attorney General in Part 20 such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

i) set forth the detailed terms of the transaction and be complete, current and accurate;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

iii) not omit any material fact;

iv) not contain any untrue statement of a material fact;

v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) not contain any representation or statement which is false where I/we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth; or
d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that the violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

SPONSOR: Top One Development LLC

By: _____
Luo Jie Chen, Managing Member

PRINCIPAL OF SPONSOR:

_____
Luo Jie Chen

Sworn to before me this
19th day of October 2017

_____
Notary Public

QI LUO
NOTARY
NO. 01LU6407726
QUALIFIED IN
NEW YORK COUNTY
COMM. EXP.
07-06-2024
PUBLIC
STATE OF NEW YORK

ANGELO NG & ANTHONY NG, ARCHITECTS STUDIO, P.C.

61-10 182nd Street, 2nd Floor,
Fresh Meadows, NY 11365
Tel.: (718) 457-1151

CERTIFICATION OF SPONSOR'S ARCHITECT

October 17, 2023

New York State
Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: The Tower Units At Harvest Plaza Condominium
163-07 72nd Avenue
Fresh Meadows, New York 11365

Dear Sir(s):

The undersigned, an architect licensed to practice as a Registered Architect in New York State, certifies as follows:

The sponsor of the Offering Plan to convert the captioned property to a condominium ownership retained me/our firm to prepare a report describing the construction of the property (Hereinafter the "Report"). I/we visually inspected existing portions of the property, if any, on N/A, and I/we examined the building plans and specifications that were prepared by me dated December 11, 2020 as amended, and prepared the Report dated October 17, 2023, a copy(ies) of which is (are) intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

I am/we are a registered architect in the State in which the property is located.

I/we understand that I am/we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I/we have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I/we certify that the Report:

i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/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 construction is in accordance with the plans and specifications that I/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 I/we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

I/we further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/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 truly yours,

Angelo Ng & Anthony Ng, Architects Studio, P.C.

By: _____
Anthony K. Ng, Registered Architect

REGISTERED ARCHITECT ANTHONY KING NG 024574 STATE OF NEW YORK

Sworn to before me this
17th day of October, 2023.

_____
Notary Public

NANCY NG STATE OF NEW YORK NOTARY PUBLIC Qualified in Nassau County 01NG5000758 MY COMMISSION EXPIRES 08/17/2026

GRAND DEVELOPMENT REALTY LLC

15 Shelley Lane
Great Neck, NY 11023
Tel.: (917) 362-9666

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING
ADEQUACY OF BUDGET

October 27, 2022

New York State
Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: The Tower Units At Harvest Plaza Condominium
163-07 72nd Avenue
Fresh Meadows, New York 11365

Dear Sirs:

The undersigned, a New York licensed real estate broker, certifies as follows:

The Sponsor of the Condominium Offering Plan for the captioned property has retained me/our firm to review the Schedule(s) B and B-1, containing projections of income and expenses for the first year of condominium operation. We have over ten years' experience in sales and management of rental properties. We have managed about five properties including some residential properties.

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 B and B-1.

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 have also relied on our experience in managing residential buildings.

We certify that the projections in Schedule B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

i) set forth in detail the projected income and expenses for the first year of condominium operation;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

iii) do not omit any material fact;

iv) do not contain any untrue statement of a material fact;

v) do not contain any fraud, deception, concealment, or suppression;

vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) do not contain any representation or statement which is false where 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 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,

By: Steve S. Cheung
Steve S. Cheung, Broker

Sworn to before me this
27th day of October, 2022

Notary Public

LIXIN YANG
Notary Public, State of New York
Reg. No. 02YA6186873
Qualified in Nassau County
Commission Expires May 12, 2024

GRAND DEVELOPMENT REALTY LLC

15 Shelly Lane
Great Neck, NY 11023
Tel.: (917) 362-9666

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING
ADEQUACY OF COMMON CHARGES PAYABLE BY
COMMERCIAL UNIT OWNER(S)

October 27, 2022

New York State
Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: The Tower Units At Harvest Plaza Condominium
163-07 72nd Avenue
Fresh Meadows, New York 11365

Dear Sirs:

The undersigned, a New York licensed real estate broker, certifies as follows:

The Sponsor of the Condominium Offering Plan for the captioned property has retained our firm to review the Schedule B which includes projections of common charges payable by the owners of commercial unit(s). We have over ten years' experience in sales and management of rental properties. We have managed about five properties including some residential properties.

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 the commercial unit(s) listed in Schedule B.

We have reviewed the Schedule as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owners of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of commercial unit(s):

i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of commercial unit(s);

iii) do not omit any material fact;

iv) do not contain any untrue statement of a material fact;

v) do not contain any fraud, deception, concealment, or suppression;

vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) do not contain any representation or statement which is false where 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 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 common charges fairly attributable to the commercial unit(s) for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: Steve S. Cheung

Steve S. Cheung, Broker

Sworn to before me this
27th day of October, 2022

Notary Public

LIXIN YANG
Notary Public, State of New York
Reg. No. 02YA6186873
Qualified in Nassau County
Commission Expires May 12, 20 24

SECTION JJ

ESCROW AGREEMENT

FOR

THE TOWER UNITS AT HARVEST PLAZA CONDOMINIUM

THIS ESCROW AGREEMENT (Hereinafter the "AGREEMENT") is made as of this _____ day of _____, 2023, by and among _____ (Hereinafter the "PURCHASER"), Top One Development LLC, (Hereinafter the "SPONSOR"), as sponsor of The Tower Units At Harvest Plaza Condominium Offering Plan (IIereinafter the "Plan") and Lawrence Lixin Yang, P.C. (IIereinafter the "ESCROW AGENT").

WHEREAS, SPONSOR has filed the Plan with the Attorney General to offer for sale condominium interests at the premises located at 43-27 Byrd Street, Flushing, New York, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law (Hereinafter the "GBL") Sections 352-e (2-b), 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (Hereinafter the "Deposit") pursuant to the terms of this Agreement.

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT

(a) ESCROW AGENT shall establish an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of the Unit (Hereinafter the "Purchase Agreement") at Citibank, located at 215 Jericho Turnpike, Floral Park, New York 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Lawrence Lixin Yang, P.C. As Attorney (Hereinafter the "Escrow Account"). The account number is _____.

(b) ESCROW AGENT has designated the following attorney to serve as signatory: Lawrence (Lixin) Yang. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354, and a telephone number of (718) 886-7999.

(c) ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

(d) Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

(e) The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT

(a) All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of Lawrence Lixin Yang, P.C., as ESCROW AGENT, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to PURCHASER promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

(b) ESCROW AGENT is hereby obligated to send a notice of all Deposits received by ESCROW AGENT to PURCHASER within ten (10) business days of receipt of same. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY10005-1413. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

(a) Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as

evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e (2-b) and 352-h.

(b) ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

(i) pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the Unit;

(ii) in a subsequent writing signed by both SPONSOR and PURCIIASER; or

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

(c) If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3(b) above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3(b) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the Unit is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

(d) Sponsor shall not object to the release of the Deposit to:

(i) Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(ii) Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING

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

(b) Upon the dissolution of the law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the

maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer.

(c) ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT

(a) ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

(b) 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.

(c) ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

6. RESPONSIBILITIES OF SPONSOR

(a) SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by ESCROW AGENT, within two (2) business days of tender of the Deposit by PURCHASER, using such transmittal forms as required by ESCROW AGENT.

(b) 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.

(c) SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT

(a) This Agreement shall remain in effect unless and until it is canceled by either:

(i) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the

Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

(ii) The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefore.

(b) Upon termination of the duties of ESCROW AGENT as described in paragraph 7(a)(i) or 7(a)(ii) above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon SPONSOR, PURCHASER, and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW

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

10. ESCROW AGENT'S COMPENSATION

Prior to release of the Deposit, ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken

or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ENTIRE AGREEMENT

This Agreement, read together with GBL §§ 352-e (2-b) and 352-h and the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

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

ESCROW AGENT:

Lawrence Lixin Yang, P.C.

By:_____
[Name]:
[Title]:

SPONSOR

Top One Development LLC

By:_____
[Name]:
[Title]:

PURCHASER

[INSERT NAME]

By:_____
[Name]:
[Title]:

SECTION KK

ESCROW AGREEMENT ON THE SPONSOR'S FUND FOR PAYMENT OF COMMON CHARGES

AGREEMENT is made this _____ day of _____ 2023, by and among Top One Development LLC, a New York limited liability company with an office at 3050A Whitestone Expressway, A106, Flushing, New York 11354, (Hereinafter the "Sponsor"), the Tower Section Board of Managers of Harvest Plaza Condominium, having an office at 3050A Whitestone Expressway, A106, Flushing, New York 11354, (Hereinafter the "Tower Section Board"), and Lawrence Lixin Yang, P.C., having an office at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354 (Hereinafter the "Escrow Agent").

1. Fund

Following the closing of the 1st Unit of The Tower Units At Harvest Plaza Condominium, the Sponsor agrees to deposit the sum of $22,492.34 which is equivalent to two (2) months' common charges for the Condominium into the Escrow Account of Escrow Agent to be opened and maintained at Citibank at its Floral Park Branch located at 215 Jericho Turnpike, Floral Park, New York 11001 for the purpose of securing the payment of common charges to be paid by the Sponsor for the unsold units.

2. Covenant by Sponsor

Sponsor covenants and promises to make payment for the common charges of all the Tower Units unsold and held by Sponsor to the Tower Section Board on the 1st day of each and every month upon the closing of the first Tower Unit and thereafter.

3. Release of Fund

(a) In the event that Sponsor fails to make payment for the common charges as provided in Subsection 2 above within thirty (30) days after such are due, the Tower Section Board may send a written notice to the Escrow Agent (with a copy to the Sponsor) to request the release of portion of the Fund that is equal to the amount overdue pursuant to Subsection 2 above.

(b) After receiving said written notice from the Tower Section Board, Escrow Agent must give Sponsor prior written notice of not fewer than thirty (30) days before releasing the Fund. If Escrow Agent has not received notice of objection to the release of the Fund prior to the expiration of the thirty (30) day period, the Fund shall be released and Escrow Agent shall provide further written notice to Sponsor informing it of said release. If Escrow Agent receives a written notice from Sponsor objecting to the release of the Fund within said thirty (30) day period, Escrow Agent shall continue to hold the Fund until otherwise directed pursuant to an agreement between the Tower Section Board and Sponsor.

(c) Notwithstanding the provisions in Subsection 2(b), Sponsor shall not object to the release of the Fund when the common charges for the Units unsold and held by Sponsor are actually overdue.

(d) Notwithstanding the foregoing, until the Fund is exhausted or this Agreement is early terminated, Escrow Agent shall have the right at any time to deposit the Fund contained in the Escrow Account with the Clerk of the county where the unit(s) is located and shall give written notice to both Tower Section Board and Sponsor of such deposit.

(e) Escrow Agent is hereby authorized to release the Fund, or the balance thereof, to Sponsor, if any, within five (5) days after one (1) year has elapsed since the closing of title to the first Unit, unless Escrow Agent receives notice of objection to the release of the Fund prior to the expiration of the five (5) day period from the Board of Managers.

4. Termination of Agreement

(a) This Agreement shall remain in effect unless and until it is canceled or terminated by either:

(i) Written notice given by Sponsor (or the Board of Managers, if Sponsor is no longer in control) to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law; or

(ii) The resignation of Escrow Agent, which shall not take effect until Escrow Agent is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to the Tower Section Board of the identity of the successor escrow agent, the Bank in the State of New York where the Fund is being held, and the account number therefor.

(b) Upon termination of the duties of Escrow Agent as described in Subsection 4(a)(i) or 4(a)(ii) above, Escrow Agent shall deliver the Fund held by Escrow Agent and any other documents maintained by Escrow Agent relating to the Fund to the successor escrow agent.

5. Successors And Assigns

This Agreement shall be binding upon Sponsor, the Board of Managers, and Escrow Agent and their respective successors and assigns.

6. Governing Law

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

7. Indemnification

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

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

Sponsor:

Top One Development LLC

By: _____
[Name]:
[Title]:

Tower Section Board of Managers

By: _____
[Name]:
[Title]:

Escrow Agent:

Lawrence Lixin Yang, P.C.

By: _____
[Name]:
[Title]:

SECTION LL

FORM TOWER UNIT INTERIM LEASE

THIS TOWER UNIT INTERIM LEASE (Hereinafter the "Interim Lease") was entered into this _____ day of _____, 2023 by Top One Development LLC, Sponsor/Seller (Hereinafter the "Landlord") and _____, Purchaser (Hereinafter the "Tenant") to lease the Unit and the Stated Interest in the Common Elements at the rent and for the term herein stated. The sole purpose of this Lease is to accommodate Tenant for the reason that Landlord and Tenant entered into a Purchase Agreement on _____ for the sale of the premises as described below.

PREMISES: 163-07 72nd Avenue Fresh Meadows, NY 11365 **TOWER UNIT:** _____

NAME OF CONDOMINIUM: The Tower Units At Harvest Plaza Condominium

GARAGE SPACE: _____ **GARAGE FEE:** _____

LANDLORD: Top One Development LLC **TENANT:** _____

_____ _____

Date of Lease: _____ _____

Lease Term: Month to Month Monthly Rent: $ _____

Commencement Date: _____ Security Deposit: $ _____

Termination Date: N/A

Section 1 Use and Occupancy

The Unit may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant's spouse and children.

Section 2 Inability to Give Possession

The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Unit is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered.

Section 3 Rent

§ 3.1 Tenant shall pay Monthly Rent in full on the first day of each month of the Interim Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing. Rent shall not be abated or forgiven due to damage to or inability to use the common elements.

Upon signing this Interim Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit.

§ 3.2 Additional Rent may include, but is not limited to

§ 3.1.1 Any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter:

§ 3.1.2 All increases in Common Charges, Common Expenses and other assessments allocated to the Unit which are in excess of those charges as of the date this Lease is executed;

§ 3.1.3 Any increase in the real estate taxes above the real estate taxes being levied for the tax year in effect as of the date this Lease is executed.

Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice from Landlord that Additional Rent is due and payable.

Section 4 Condition of Unit

§ 4.1 Tenant acknowledges that Tenant is accepting the Unit in its **"as is"** condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer's instructions.

§ 4.2 Landlord is not responsible in any way for errors contained in the condominium brochure or plans, unless it is due to Landlord's gross negligence.

Section 5 Security

The Security Deposit is due upon the Tenant signing this Interim Lease. The Security Deposit shall not be used for the payment of Monthly Rent and/or Additional Rent unless agreed to, in writing, by Landlord and Tenant. Within ten (10) days after Tenant surrenders possession of the Unit at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs as authorized by this Lease, to Tenant at an address Tenant provides.

Section 6 Services and Utilities

§ 6.1 Tenant is responsible for paying all electric, gas, water, telephone and any other utilities allocated to the Unit. Unless it is part of the service or utilities contained in the Unit as of the date of this Interim Lease, use of a dishwasher, clothes washer and dryer machines, freezer, air purifier, portable heater, air conditioner or similar appliances is prohibited without Landlord's written consent.

§ 6.2 Landlord will supply (a) heat, in such quantity and for such time as mandated by law, (b) hot and cold water, (c) air conditioning, if already existing in the Unit (Hereinafter the "Services"). If the Services are temporarily interrupted due to an accident, emergency and/or repairs, Tenant's obligation to pay rent, in full, shall not be affected thereby.

§ 6.3 Landlord will also supply a refrigerator, stove/oven, dishwasher, window air conditioning unit, clothes washer and clothes dryer (as provided in Section EE of Part II of the Offering Plan) (Hereinafter the "Appliances"). Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

§ 6.4 Tenant shall pay for the following services either directly or to Landlord when billed: electric, fuel, gas, oil, water, telephone, landscaping, snow removal, sanitation.

Section 7 Furnishings

The Unit is being delivered (furnished) (unfurnished). If furnished, Landlord has given an inventory of the furnishings which inventory has been signed by Tenant and Landlord. Tenant acknowledges that said furnishings are in good condition and Tenant accepts same in **"as is"** condition.

Section 8 Repairs and Alterations

§ 8.1 Tenant shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Interim Lease and, upon the surrender of the Unit on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant's acts and/or negligence. If Tenant does not make such repairs, Landlord may do so, the cost of which shall be Additional Rent. In the event that Tenant defaults under the terms of this Paragraph 8, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.

§ 8.2 Tenant shall not make any alterations, additions, modifications and/or changes to the Unit during the Lease Term.

Section 9 Maintenance of Unit

Tenant shall maintain the Unit in a neat, clean and presentable condition.

Section 10 Pets

Pets of any kind or nature (shall) (shall not) be allowed in the Unit.

Section 11 Damage, Fire or Another Catastrophe

§ 11.1 In the case of fire damage or other damage to the Unit not caused by Tenant, Tenant shall give Landlord immediate notice of same. Upon receipt of such notice, Landlord may either (a) repair the Unit or (b) terminate the Interim Lease. If Landlord makes repairs to the Unit, Landlord shall have a reasonable time in which to do so. If the damage to the Premises or the Unit renders the Unit uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Unit may be reoccupied. Monthly Rent for the period that Tenant can not occupy the Unit because of the damage shall be forgiven.

§ 11.2 In the event that Landlord terminates this Interim Lease because of the damage, Landlord shall give Tenant three (3) days notice of Landlord's intent to so terminate, in which event, Monthly Rent shall be due for the period up to the date the Premises or the Unit incurred the damage.

§ 11.3 Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the Unit situated is substantially damaged by fire or other catastrophe (Hereinafter the "Occurrence"), Landlord has the absolute right to demolish, renovate or rebuild the Unit. Landlord may cancel this Interim Lease, in such event, upon thirty (30) days written notice to Tenant of Landlord's intent, which notice shall include the date on which the Interim Lease terminates, which shall, in no event, be less than thirty (30) days from the date of said notice. By canceling this Lease in accordance with the terms of this Paragraph, Landlord is not obligated to repair, renovate or rebuild the Unit. Monthly Rent and Additional Rent shall be paid by Tenant up to the date of the Occurrence.

Section 12 Liability

§ 12.1 Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

§ 12.2 Tenant shall be liable for the acts of Tenant, Tenant's family, guests and/or invitees. Landlord's cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

§ 12.3 Landlord is not liable to Tenant should anyone be refused entry into the Building.

§ 12.4 Landlord is not liable for damages or otherwise if Tenant suffers them as a result of any acts of commission or omission of the Board of Condominium or its Managers or any other party responsible to the Board of Managers. Landlord is not liable

to Tenant with regard to any of the obligations of the Board of Condominium or its Managers or other party responsible to them under the Condominium Declaration. The obligation to pay Rent and Additional Rent under this Interim Lease continues even if the Board of Condominium or its Managers and other party responsible to them fails to perform such obligations. Landlord will use its best efforts to cause the Board of Managers and other party responsible to them to fulfill their obligations.

§ 12.5 Tenant, by executing this Interim Lease agrees to indemnify and hold Landlord harmless from and against any claims arising from the Condominium Declaration related to Tenant's acts and/or negligence.

Section 13 Insurance and Risk of Loss

§ 13.1 Tenant is obligated to carry whatever property and/or liability insurance that Landlord requires and shall have named on the policy of insurance Landlord, as an insured. Tenant must deliver a copy of the declaration page of the policy of insurance or the binder showing Landlord as an insured prior to taking possession of the Unit.

§ 13.2 Tenant assumes the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor/Landlord or the condominium for loss to the Unit and an interim lessee shall not assume such loss.

Section 14 Entry

§ 14.1 Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or appliance or to do any work deemed necessary by Landlord, Landlord may enter the Unit on reasonable notice and at reasonable times. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord.

§ 14.2 Landlord is not responsible for disturbance to tenant or damage to Tenant due to work being performed on behalf of Landlord or the Board of Condominium or its Managers and Tenant waives any claim of eviction in such event.

§ 14.3 Upon reasonable notice to Tenant, the representatives of the Board of Condominium or its Managers or any other party authorized by them or by the Condominium Declaration may enter the Unit and Landlord assumes no responsibility nor shall Landlord be liable for any damage or loss caused by them.

Section 15 Assigning or Subletting

This Interim Lease may not be assigned by Tenant nor shall Tenant sublet the Unit.

Section 16 Subordination

This Interim Lease and Tenant's rights hereunder are subject and subordinate to all existing and future leases for the Building in which the Unit is situated, to all mortgages on said leases and/or the Unit and/or the Building and all renewals, modifications and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

Section 17 Landlord's Consent

If, under the terms of this Interim Lease, the consent of Landlord is required, such consent shall not be unreasonably withheld.

Section 18 Keys, Locks

Tenant shall give Landlord keys to all locks for the Unit. Tenant shall not change any locks or add any locks to the Unit without obtaining Landlord's consent, and if given, Tenant shall provide keys to Landlord for these locks.

Section 19 Signs

§ 19.1 Tenant shall not place any signs on the Unit or upon the Building or in the Unit so as to be seen from outside the Unit.

§ 19.2 Landlord shall have the right to place or cause to be placed on the Unit and/or upon the Building, "For Rent" and/or "For Sale" signs.

Section 20 Compliance with Authorities

Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, insurance carriers and/or the Board of Condominium. Tenant shall give all notice Tenant receives which are for Landlord.

Section 21 Tenant's Defaults, Landlord's Remedies

§ 21.1 **Evcnts of Dcfault**

Events of default are defined as following:

a. any commission or omission by Tenant under Sections 8, 9, 10, 11, 12, 13, 15, 18, or 19 of this Lease;

b. an occurrence under Section 23;

c. an uncured default under the Purchase Agreement; and

d. a rescission of the Purchase Agreement by Tenant.

§ 21.2 **Landlord's Remedies**

§ 21.2.1 Landlord must give Tenant notice of default (except for a default in the payment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice must cure the default within the time stated hereinafter:

a. A default under Sections 8, 9, 10, 11, 12, 13, 15, 18, or 19 of this Interim Lease, ten (10) days;

b. A default under Section 23 of this Interim Lease, thirty (30) days.

§ 21.2.2 In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Interim Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Interim Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Interim Lease up to the date of termination.

§ 21.2.3 If this Interim Lease is terminated or Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.

§ 21.2.4 If this Interim Lease is cancelled or Landlord takes back the Unit, then

a. Monthly Rent and Additional Rent for the unexpired portion of the Lease Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent;

b. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Unit shall reduce the amount of money that Tenant owes to Landlord.

§ 21.2.5 Anything to the contrary notwithstanding, an uncured default under the Purchase Agreement shall be considered as a default under the Interim Lease. The interim lessee must vacate the Unit within thirty (30) days after a default under the Purchase Agreement or rescission of the Purchase Agreement by the Lessee. The Lessee's default under the Interim Lease, if such defaults are not cured by the time of

closing, shall be considered as default under the Purchase Agreement. However, before Sponsor may utilize the default under the Interim Lease to declare the default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Lessee unless the Lessee has vacated the Unit.

Section 22 Condemnation

If any or part of the Unit is taken or condemned by any governmental authority, Landlord may cancel this Interim Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date the authority takes title to the Unit which cancellation date cannot be less than thirty (30) days from the date of Landlord's notice. Tenant shall be liable for Monthly Rent and Additional Rent to the date of cancellation and shall make no claim for the unexpired term of the Interim Lease. Any award for the condemnation is the property of Landlord and Tenant assigns to Landlord any and all rights, interest and/or claim in and to such award.

Section 23 Bankruptcy

Should Tenant file a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property for the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord can cancel this Interim Lease upon thirty (30) days written notice to Tenant.

Section 24 Notices

Any notice to be given under this Interim Lease shall be in writing addressed to the party at the addresses set forth herein by certified mail or overnight courier service. Notice by Landlord to one named Tenant shall be deemed given to all Tenants and occupants of the Unit. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

Section 25 Waiver of Jury Trial, Set-Off or Counterclaim

The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summary proceeding for eviction, Tenant waives Tenant's right to any set-off and/or counterclaim.

Section 26 Broker

Tenant states that _____ is the sole Broker who showed the Unit to Tenant. Tenant shall hold harmless and indemnify Landlord from any monies expended by Landlord should Tenant's statement herein be untrue.

Section 27 Inability of Landlord to Perform

If Landlord is unable to perform any of its obligations to be performed hereunder

due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, the Board of Condominium and/or its Managers, this Interim Lease shall not be terminated or cancelled and such inability shall not impact upon Tenant's obligations hereunder.

Section 28 Illegality

Should any part of this Interim Lease be deemed illegal, the remaining portions of this Interim Lease shall not be affected thereby and shall remain in full force and effect.

Section 29 Non-Disturbance

So long as Tenant pays the Monthly Rent and Additional Rent and there exists no defaults under any of the terms of this Interim Lease, Tenant may peacefully occupy the Unit for the Lease Term.

Section 30 Non-Waiver

Any failure by Landlord to insist upon Tenant's full compliance with the terms of this Interim Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord's rights to insist upon or so enforce the terms of this Interim Lease at a future date.

Section 31 Rules

Tenant shall comply with these rules (Hereinafter the "Rules") at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord shall not be liable to Tenant for another Tenant's violation of the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:

(a) The quiet enjoyment of other tenants shall not be interfered with;

(b) Sounds, odors and lights which are annoying to other tenants are not allowed;

(c) Floors within the Unit must be covered over seventy percent (70%) of the area of each room except for the bathroom and kitchen;

(d) All posted rules must be followed;

(e) Smoking is not permitted in the Unit or hallways;

(f) All flammable or dangerous items may not be kept or stored in the Unit;

(g) No one is allowed access to or the enjoyment of the roof, except there is a designated recreation area;

(h) Nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas;

(i) Elevators, if any, are to be used by tenants and their guests only. Bicycles are not allowed in the elevators. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;

(j) Moving of furniture in and out of the Unit must be scheduled with the Landlord;

(k) All deliveries must be made by means of the service entrance, if any;

(l) Laundry machines, if provided, may be used at tenants' risk and cost, may only be used at reasonable hours and all instructions for their use must be strictly followed;

(m) Cleaning of the exterior of the windows from the outside is strictly forbidden;

(n) If parking is provided, improperly parked vehicles may be immediately removed at Tenant's cost;

(o) Tenant may not leave any baby carriages/strollers, bicycles, boxes, cartons and/or any items in hallways;

(p) Tenant shall use its best efforts to conserve energy and water;

(q) Hot plates or means of cooking other than the stove are not permitted.

Section 32 Limitation of Recovery

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord's interest in the Premises for the collection of same. Landlord shall not be liable for the acts of the Board of Condominium or its Managers, their agents or representatives.

Section 33 Construction and Demolition

Construction and/or demolition may be done in or near the Unit and Building and if same interferes with the ventilation, view and/or enjoyment of the Unit, Tenant's obligations under this Interim Lease shall, in no way, be affected.

Section 34 Terraces and Balconies

§ 34.1 If there is a terrace or balcony as an adjunct to the Unit, such terrace or balcony is subject to the terms of this Interim Lease.

§ 34.2 Tenant shall keep the terrace or balcony clean, clear of snow, ice, garbage and other debris. No alteration or additions may be made to the terrace or balcony. Tenant's property may not be stored on the terrace or balcony. Cooking on the terrace or balcony is prohibited.

§ 34.3 Tenant shall maintain the terrace or balcony in good condition and make all repairs at Tenant's cost, except those of a structural nature which is the responsibility of Landlord and/or the Board of Condominium or its Managers.

Section 35 Common Recreational Areas

If applicable, Landlord may give Tenant use of any playground, pool, parking or other areas, the use of which will be at Tenant's own risk and Tenant shall pay any charge imposed by Landlord for such use. Landlord's permission to use these areas may be revoked at any time.

Section 36 Garage Space

If this Interim Lease provides for a garage space for Tenant's use, any fee that Landlord charges Tenant shall be Additional Rent and paid in accordance with Section §3.2 of this Lease.

Section 37 Surrender of Unit

On the Termination Date, Tenant shall deliver the Unit to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Unit, removed Tenant's property, repaired all damages caused by Tenant and return the Unit in the same condition as received, reasonable wear and tear excepted.

Section 38 Parties Bound

This Interim Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

Section 39 Section Headings

Section headings are for reference only.

Section 40 Effectiveness

This Interim Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

Section 41 Entire Agreement

Tenant states that Tenant has read this Interim Lease and that it fully incorporates

all understandings, representations and promises made to Tenant by Landlord and/or Landlord's agent and that this Interim Lease supersedes all prior representations, agreements and promises, whether oral or written.

Section 42 Amendments

This Lease may only be changed or amended in a writing signed by the parties hereto.

Section 43 Riders

Additional terms are contained in the riders annexed hereto and designated Rider _____.

Section 44 Voting Rights

Tenant, by virtue of this Interim Lease, does not obtain any voting rights which Landlord has to vote with respect to any matter for which a vote is called by the Board of Condominium or its Managers.

Section 45 Governing Laws

This Interim Lease shall be governed by, and construed in accordance with, the law of the State of New York, without regard to its conflicts of laws. However, no rental protection laws are applicable to this Lease.

Section 46 Conflicts of Provisions

Any inconsistency between this Interim Lease and the Offering Plan, to which the Landlord is the Sponsor, shall be resolved in favor of the Offering Plan.

Section 47 Condominium Smoking Policy

§47.1 The Tower Section of the Condominium is subject to the Condominium Smoking Policy that the Base Board of Managers of the Condominium has adopted in compliance with the City of New York Administrative Code § 17-506.1. et al (Local Law 147) and the New York State Department of Law regulations, and shall be in effect when Condominium Building is constructed and upon commencement of the condominium operation (See Exhibit I hereto annexed). The Condominium Smoking Policy is hereby incorporated into and forms part of this Interim Lease.

§47.2 The condominium smoking policy is applicable to Tenant herein as well as all Tower Unit Owners, the invitees and any other person on the premises.

§47.3 Violation of the condominium smoking policy shall subject Tenant to eviction, termination of the Lease in addition to the penalties provided in the condominium smoking policy.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Interim Lease as of the date and year first above written.

LANDLORD	**TENANT**
By: _____	By: _____
[Name]:	[Name]:
[Title]:	[Title]:

EXHIBIT I

HARVEST PLAZA CONDOMINIUM SMOKING POLICY

Dated: _____

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

1. Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit" also means "Tower Unit" for purposes of this Smoking Policy.

(e) "Unit Owner", also means "Tower Unit Owner", is the individual(s) or entity owning a Condominium Unit in the Condominium.

2. Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

3. Penalties for Violations

(a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One IIundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

4. Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

5. Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

6. Effective Date

This Smoking Policy is effective immediately.

Board of Managers
of
Harvest Plaza Condominium

SECTION MM

CONDOMINIUM LIMITED WARRANTY

Dated: July ____, 2024

By and between Top One Development LLC (the "Sponsor/Seller")
and
_____, (the "Purchaser(s)")

LIMITED WARRANTY

NAME OF PURCHASER(S): _____

_____

ADDRESS OF PURCHASER(S):

_____

_____

ADDRESS OF TOWER UNIT/UNIT WARRANTED:

_____

NAME AND ADDRESS OF SPONSOR: Top One Development LLC
3050A Whitestone Expressway, A106
Flushing, New York 11354

EFFECTIVE DATE OF THIS LIMITED WARRANTY ("WARRANTY DATE"): The date that Purchaser(s) shall first occupy the Residential Unit warranted or the date of delivery of the Deed to such home to Purchaser, whichever occurs first.

SPONSOR'S LIMIT OF TOTAL LIABILITY: Ten percent (10%) of the purchase price of the Residential Unit less any insurance proceeds received by Purchaser(s) (the "Maximum Liability of Sponsor/Seller")

THIS LIMITED WARRANTY SHALL BE ONLY TO THE REPAIR OF DEFECTIVE MATERIALS OR WORKMANSHIP AS PROVIDED HEREIN AND EXCLUDES ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES, EXCEPT AS REQUIRED BY THE LAW OF THE STATE OF NEW YORK. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

1. To Whom Given

This Limited Warranty is extended only to the Purchaser named on the condominium and only for so long as the Purchaser owns the Unit. It does not extend to subsequent owner of the Unit or other persons including, without limitation, any mortgagee taking possession of the Unit whether by foreclosure or otherwise.

2. By Whom Made

This Limited Warranty is made exclusively by Top One Development LLC

3. Final Inspection of the Unit.

Before the Purchaser moves into the Unit or accept the Deed, the Sponsor will set up an appointment for final inspection of the Unit with the Purchaser. The purpose of this final inspection is to discover any defects or flaws of a visible or obvious nature including, without limitation, mars, chips, dents, cracks, or scratches that may have occurred during the final stage of finishing the Unit, or any unfinished work.

All defects or flaws found on final inspection of the Unit will be itemized on a Final Inspection Statement and Punchlist, which will include a schedule for each item that will be corrected. The Final Inspection Statement and Punchlist will be signed by the Purchaser and the Sponsor before occupancy of the Unit or transfer of the Deed.

When the Purchaser moves into the Unit or accepts the Deed, the Sponsor's responsibility is limited to:

(a) Completion of items shown and as provided on the Final Inspection Statement and Punch List;

(b) Performance of the warranty obligations expressly provided under the provisions of this Limited Warranty. The purpose of the Limited Warranty is to identify the Sponsor's responsibility for construction defects of a latent or hidden kind that would not have been found or disclosed on final inspection of the Unit.

4. Limited Warranty

The Limited Warranty excludes all other warranties on the construction and sale of the Unit and its components, both express and implied. There are no warranties which extend beyond the express terms hereof.

5. Warranty Coverage and Period

The Warranty Period for all coverage begins on the date that the Purchaser, or member of the Purchaser's family takes title to the Unit or any person thereof begins

residential occupancy of the Unit, whichever date is earlier (the "Warranty Date"). It ends at the expiration of the coverage shown below:

FIRST-YEAR BASIC COVERAGE

For one (1) year from the Warranty Date, the Unit will be free from latent defects that constitute:

(a) defective workmanship performed by the Sponsor, an agent of the Sponsor or a subcontractor of the Sponsor;

(b) defective materials provided by the Sponsor, an agent of the Sponsor or a subcontractor of the Sponsor;

(c) defective design provided by an architect, engineer, surveyor, or other design professional engaged exclusively by the Sponsor; or

(d) defective installation of appliances sold as part of the Residential Unit by the Sponsor, an agent, employee or a subcontractor of the Sponsor.

Sponsor under this coverage is not responsible for any defects in any work or materials ordered directly by the Purchaser from Sponsor's subcontractors, suppliers, or other outside suppliers or subcontractors, or for incidental or consequential damages resulting from such work or materials.

Workmanship, materials and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code and for homes and Condominium Unit in the City of New York, the Building Code of the City of New York, or in the event such standards do not exist in connection with any warranty item, if they fail to meet the locally accepted building practice.

TWO-YEAR MAJOR SYSTEM COVERAGE

For two (2) years from the Warranty Date, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Unit which have been installed by the Sponsor are warranted to be free from latent defects that constitute defective installation by the Sponsor.

Installation will be considered to be defective if the Sponsor's workmanship upon installation fails to meet or exceed the relevant standards or specifications of the New York State Uniform Fire Prevention and Building Code, and for homes and Condominium Unit in the City of New York, the Building Code of the City of New York, or in the event such standards do not exist in connection with any warranty item, if they fail to meet the locally accepted building practice.

The Plumbing System means: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, oil and sewer service piping, and extensions to the tie-in or a public utility connection, or on-site well and sewage disposal system.

The Electric System means: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation Systems mean: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

All systems are expressly exclusive of appliances, fixtures and items of equipment.

SIX-YEAR MAJOR STRUCTURAL DEFECT COVERAGE

For six (6) years from the Warranty Date, the Unit will be free from latent defects that are Major Structural Defects, as defined below, and that constitute:

(a) defective workmanship performed by the Sponsor, and an agent of the Sponsor or a subcontractor of the Sponsor;

(b) defective materials provided by the Sponsor, and an agent of the Sponsor or a subcontractor of the Sponsor;

(c) defective design provided by an architect, engineer, surveyor, or other design professional engaged solely by the Sponsor;

Workmanship, materials and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code (or, for homes and Condominium Unit in the City of New York, the Building Code of the City of New York) or in the event such standards do not exist in connection with any warranty item, if they fail to meet the locally accepted building practice.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the Unit caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Unit becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girds, lintels, columns, walls and partitions, floor systems, and roof framing systems.

By way of examples and not in limitation of the foregoing, damage to the following non-load bearing portions of the Unit do not constitute a Material Defect for the Material Defect coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in the attached garages and cellars that built separately from foundation walls or other structural elements of the Unit;

electrical, plumbing, heating, cooling and ventilation systems; appliances; fixtures and items of equipment; paint; doors and windows; trims; cabinets; hardware; insulation and items of a similar nature.

6. EXCLUSION FROM ALL COVERAGE

The following are expressly excluded from the Basic Coverage, Major System Coverage and Major Structural Coverage:

(a) Loss or damage caused by workmanship performed by any person other than (i) the Sponsor, and (ii) an agent of the Sponsor or (iii) a subcontractor of the Sponsor;

(b) loss or damage caused by defective materials provided by any person other than (i) the Sponsor, (ii) an agent of the Sponsor or (iii) a subcontractor of the Sponsor;

(c) loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Sponsor;

(d) any fixtures, equipment or appliances included within, including, without limitation, stoves, refrigerators, freezers, room air conditioners, dishwashers, washers, dryers and similar items, unless a latent defect is caused by the failure of Sponsor, its agent or subcontractor to have installed same in a skillful manner;

(e) patent defects including defects shown on the Final Inspection Statement and Punchlist and defects which an examination of the Unit prior to acceptance of the Deed or occupancy of the Unit ought to have been revealed;

(f) defects in outbuildings including without limitation detached garages and detached carports (except outbuildings which contain the Plumbing, Electrical, Heating, Cooling or Ventilation Systems serving the Unit), site located swimming pools and other recreational facilities, driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping (including sodding, seeding, shrubs, trees and plantings), off-site improvements or any other improvements not as part of the Unit itself;

(g) after the first year Basic Coverage, concrete floors of cellars and concrete floor of attached garages that are built separately from foundation walls or other structural elements of the Unit;

(h) damages to real property which is not part of the Unit covered by this Limited Warranty and which is not included in the purchase price of the Unit;

(i) any damage to the extent that it is caused or made worse by:

(I) negligence, improper maintenance or improper operation by anyone other than the Sponsor, its employees, agent or subcontractor;

(II) failure by the Purchaser or anyone other than the Sponsor, its employees, agent or subcontractor to comply with the warranty requirements of manufacturers or suppliers or appliances, fixtures or items of equipment;

(III) failure of the Purchaser to give notice to the Sponsor of any defects or damage within a reasonable time;

(IV) changes in grading of the ground by anyone other than the Sponsor, its employees, agent or subcontractor;

(V) changes, alterations or additions made to the Unit by anyone after the Warranty Date; or

(VI) dampness or condensation due to failure of the Purchaser or occupant to maintain adequate ventilation;

(j) any condition which does not result in actual physical damage to the Unit;

(k) loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightening, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water, changes in the underground water table or other matters not reasonably foreseeable or within the reasonable control of the Sponsor;

(l) loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect;

(m) any damage caused by soil movement, settlement or lumber shrinkage;

(n) any damage which the Unit owner has not taken timely action to minimize;

(o) normal wear and tear and normal deterioration;

(p) insect damage;

(q) bodily injury or damage to personal property;

(r) failure of the Sponsor to complete construction of the Unit;

(s) loss or damage which arises while the Unit is being used primarily for non-residential purposes;

(t) loss or damage due to abnormal loading on floors by the Unit owner which exceeds design loads as mandated by the Building Code;

(u) costs of shelter, transportation, food, moving, storage or other incidental expenses for relocation during repair;

(v) consequential damages except where required by state law; and

(w) any claim not filed in a manner set forth below in Paragraph 8, "Procedure of Claims".

7. WHAT SPONSOR WILL DO IN THE EVENT OF A DEFECT COVERED BY THIS WARRANTY

If a defect occurs in an item covered by this Limited Warranty, the Sponsor will repair, replace or pay the Purchaser reasonable cost of repairing or replacing the defective item(s) within a reasonable time after the Sponsor's inspection or testing discloses the problem. The choice among repair replacement or repayment is solely that of the Sponsor.

In no event will the Sponsor's total liability for deficiencies under this Limited Warranty exceed the Sponsor's limit of total liability, which is ten (10%) percent of the purchase price of the Condominium Unit.

Repair, replacement or repayment of reasonable cost for any major structural defects is further limited to (i) the repair of damage to the load-bearing portions themselves which is necessary to restore their loading-bearing function, and (ii) the repair of those items of the Unit damaged by the major structural defect which made the Unit unsafe, unsanitary or otherwise unlivable.

When the Sponsor finishes repairing or replacing the defect or pays the reasonable cost of doing so, a full release of all legal obligations with respect to the defect must be signed and delivered to the Sponsor.

8. PROCEDURE OF CLAIMS

(a) A written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by the Sponsor, identified on page 1, no later than the first (1st) business day after warranty coverage on that item expires. Such notice must be sent by Purchaser to Sponsor by certified or express mail, return receipt requested. If this Notice of Warranty Claim Form is not properly completed and received by the Sponsor by the deadline specified above, the Sponsor will have no duty to respond to any complaint or demand, and any and all claims may be rejected. **COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY.**

(b) No step taken by the Sponsor, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Limited Warranty. The Sponsor's response to any complaint or request, other than a timely and properly

completed Notice of Warranty Claim, will not impair, prejudice or otherwise affect any right of the Sponsor, including but not limited the Sponsor's right to receive a timely and properly completed Notice of Warranty Claim.

(c) In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, Sponsor and the Sponsor's agent will have the right to inspect and test the portion of the Unit to which the claim, complaint or request relates. The Purchaser and occupants of the Unit must provide reasonable access to the Sponsor and the Sponsor's agent during normal business hours, Monday through Friday, to complete inspection, testing and repair or replacement. Failure by Purchaser to provide such access will invalidate the warranty with respect to the defect(s) set forth in the Notice of Warranty Claim.

(d) The Sponsor will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim. Upon completion of inspection and testing, the Sponsor will determine whether to accept or reject the claim. If the Sponsor rejects the claim, the Sponsor will give written notice of that decision to the claimant at the address shown on the Notice of Warranty Claim. If the Sponsor accepts the claim, the Sponsor will take corrective action within a reasonable time under the circumstances and, upon completion, will give written notice of completion to the claimant at the address shown on the Notice of Warranty Claim. The Sponsor will use good faith efforts to process and handle claims in a timely manner, but all time periods for repairs or replace of defects necessarily are subject to weather conditions, Acts of God, availability of materials, and other events beyond the Sponsor's control.

9. LEGAL ACTIONS

(a) No claim or cause of action under this Limited Warranty may be commenced or asserted in any suit, action, or legal proceeding against the Sponsor in any court or forum unless a properly completed Notice of Warranty Claim Form has been received by the Sponsor in a timely manner as provided in Paragraph 8 above and the Sponsor has had an opportunity to inspect and test the alleged defect(s) as provided in Paragraph 7 above.

(b) No lawsuit against the Sponsor under this Limited Warranty may be commenced more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Sponsor has given written notice of rejection of the Purchaser's claim with respect to such claim, or after thirty (30) days after Builder (as defined in Article 36-B Section 777 of the General Business Law of the State of New York) has substantially completed corrective action with respect to such defect as provided in clause 8 (d) above.

10. GENERAL PROVISIONS

(a) This Limited Warranty may not be changed or amended in any way, either orally or in writing, without Sponsor's prior written consent.

(b) To the extent any coverage under this Limited Warranty applies to common elements, such coverage is deemed to be given to the Board of Managers of the condominium.

(c) This Limited Warranty is binding on the Sponsor and the Purchaser.

(d) Should any terms, provisions or conditions contained in this Limited Warranty be deemed unenforceable by a court of competent jurisdiction in any given circumstance, such determination shall not affect the enforceability of such terms, provisions or conditions in any other circumstance and shall not affect the enforceability of the remaining terms, provisions and conditions.

(e) Use of one gender includes the other gender, and use of the singular includes the plural as the circumstance requires.

(f) This Limited Warranty is construed in accordance with, and governed by, the laws of the State of New York.

SPONSOR/SELLER

By: _____
[Name]:
[Title]:

PURCHASER(S)

By: _____
[Name]:
[Title]:

NOTICE OF WARRANTY CLAIM FORM

Dear Purchaser:

To ask the Sponsor/Seller to correct a defect in your Residential Unit that you think is covered by the Limited Warranty, you must complete this form and deliver it to the Sponsor/Seller. This is necessary to protect your rights to warranty performance under the Limited Warranty.

The information you will need to fill out will be on page 1 of the Limited Warranty. However, if you do not know the answer to any question, write "Don't know."

Your name: _____

Mailing address: _____

_____

_____

Phone No.: _____

Unit No.: _____

Warranty Date: _____

Describe the defect(s) which you think is (are) covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets as necessary to fully describe the problem:

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SECTION NN

HARVEST PLAZA CONDOMINIUM SMOKING POLICY

Dated: _____

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

1. Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit" also means "Tower Unit" for purposes of this Smoking Policy.

(e) "Unit Owner", also means "Tower Unit Owner", is the individual(s) or entity owning a Condominium Unit in the Condominium.

2. Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies,

terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

3. Penalties for Violations

(a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

4. Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

5. Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

6. Effective Date

This Smoking Policy is effective immediately.

Board of Managers
of
Harvest Plaza Condominium

SECTION OO

HOUSING MERCHANT IMPLIED WARRANTY

(Article 36-B of the General Business Law of the State of New York, §777, *et seq.*)

§777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New home" or "home" means any single-family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

7. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

§777-a. Housing merchant implied warranty.

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes

washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

§777-b. Exclusion or modification of warranties.

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms

contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words “limited warranty” must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.