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

37-34 33RD STREET CONDOMINIUM

37-34 33rd Street
Astoria, Queens County, New York 11101

64 Residential Units -	$59,959,514
2 Commercial Units -	$ N/A
32 Parking Space Units -	$2,560,000
TOTAL OFFERING -	**$62,519,514**

SPONSOR
33rd Street Ventures, LLC
60 Cutter Mill Road, Ste. 405
Great Neck, New York 11021

SELLING AGENT
Andover Property Management
60 Cutter Mill Road, Ste. 405
Great Neck, New York 11021

SPONSOR'S ATTORNEY
Moritt Hock Hamroff LLP
1407 Broadway, 39th Floor
New York, New York 10018

The Date of Acceptance for Filing is _____, 2023. The Offering Plan May Not Be Used After _____, 2024 Unless Extended by Amendment.

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER PLAN CONSUMMATION, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS OF THE CONDOMINIUM UNDER THE TERMS OF THIS OFFERING PLAN. SEE SPECIAL RISK 3 OF THE OFFERING PLAN.

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

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SPECIAL RISKS

The following is a summary of certain special risks considerations in connection with the Plan but is no 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. Sponsor will endeavor in good faith to sell the Residential Units in the Condominium. However, Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, upon consummation of the Plan. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, this plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, Sponsor's obligation is limited to entering into purchase agreements for a minimum of fifteen (15%) percent of the Residential Units, being offered for sale, which is the minimum necessary to declare the plan effective. Fifteen (15%) percent of the Residential Units being offered for sale equates to ten (10) Residential Units. As such, owner-occupants may never gain effective control and management of the Condominium. See Section I of the Offering Plan.

2. The Sponsor has the right to maintain a majority of the Board of Managers of the Condominium for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety -five (95%) percent of all Residential Units in the Condominium, whichever is earlier. Thereafter, the Sponsor shall retain the right to designate a minority of the Board of Managers until such time as Sponsor no longer owns a Unit. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers at any time. The By-Laws do not require a majority of the Board to be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. Further, the Sponsor must enforce its obligations under the plan, as those obligations are described in the plan, and owes a duty to the condominium to do so. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e. purchasing a Residential Unit to live in as opposed to purchasing as an investment. Provisions which give the Sponsor control of the enforcement of the Sponsor's obligations are not lawful. The Board of Managers, whether or not controlled by the Sponsor, assumes a fiduciary duty to act in the best interests of the Condominium and its Unit Owners. See Section XVIII of the Offering Plan.

3. Until the first annual meeting, the first Board shall consist of three (3) Members designated by the Sponsor. The first annual meeting of the Residential Unit Owners may not be held until one (1) year after the date of the closing of title to the first Residential Unit in the Condominium. During this time period the Sponsor will be actively

undertaking its sales efforts. At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II of the By-Laws, a total of five (5) Members shall be elected or designated. One (1) member shall be elected/appointed by the Commercial Unit Owners and four (4) members shall be elected by the Residential Unit Owners. The term of office of two (1) of the Non-Residential Unit Members shall be fixed for three (3) years, the term of office of two (2) of the Residential Members shall be fixed at three (3) years, the term of office of one (1) of the Residential Unit Members shall be fixed for two (2) years and the term of office of one (1) of the Residential Members shall be fixed at one (1) year until such time as Sponsor no longer owns a Residential Unit. During the Sponsor control period, Sponsor will have voting control of the board of managers. Until the Commercial Units are sold, Sponsor will retain the right to designate one member to the Board as the Commercial Unit Owner, which is in addition to Sponsor's right to designate a member based on Sponsor's ownership of Residential Units. Notwithstanding the foregoing, Sponsor shall not be entitled to designate a majority of the Board after the expiration of the Sponsor Control Period. Notwithstanding that the Board is comprised of Sponsor's designees, all Board members have a fiduciary obligation to manage in the best interests of the Unit Owners, even if doing so conflicts with Sponsor's interests. In the event, however, that a Sponsor controlled Board does not enforce Sponsor's obligations under the Plan, Unit Owners may have to seek other means to enforce such obligations. See Section XIX of the Offering Plan.

4. If Sponsor does not voluntarily relinquish control of the Board of Managers, the Sponsor will have the right to retain control over certain expenditures and fiscal actions of the Board of Managers of the Condominium for a period ending not more than five (5) years after the first Unit closing; or whenever the unsold Units constitute less than twenty-five (25) percent of the Common Interest, whichever is sooner. During this period the Sponsor will have control of maintenance, facilities and services to be provided and will determine the Common Charges to be paid by all Unit Owners. During this period, Sponsor will have the right to control all decisions including but not limited to the determination of Common Expenses, management of the Condominium, the hiring and termination of employees of the Condominium, placing easements on the property and making improvements to Common Elements. Provisions which give the Sponsor control of the enforcement of the Sponsor's obligations are not lawful.

5. The Sponsor may veto expenses for a period ending not more than five (5) years after the first unit closing; or whenever the unsold units constitute less than twenty-five (25) percent of the Common Interest, whichever is sooner. Purchasers individually or as a group may take legal or administrative action to enforce the Sponsor's obligations to the Condominium. However, they will be unable to do so in the name of the Condominium. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. If the Board were to undertake an action to enforce Sponsor's obligations under the Plan, any special assessments that would be imposed, for payment of such, would be due and payable from all Unit Owners, including Sponsor, as a Unit Owner. In the event the Unit Owners are unsuccessful in an action against the Sponsor, Sponsor has the right to request that the court or administrative department hearing the action

grant the Sponsor reimbursement of legal fees, which would be payable by the Unit Owners, excluding the Sponsor. At no time may Sponsor exercise veto power over expenses described in Schedule B or over expenses required to (i) comply with applicable laws or regulations, (ii) to remedy any notice of violation, (iii) to remedy any work order by an insurer, or (iv) remedy a matter regarding the health and safety of the occupants of the Building. Sponsor must enforce its obligations under the Plan, as those obligations are described in the plan, and owes a duty to the condominium to do so. See Section XVIII of the Offering Plan and Schedule B.

6. The site is a part of the E-218: Dutch Kills Rezoning and Related Action – City Environmental Quality Review (CEQR) 08DCP021Q – 10/7/2008 and consequently has a Hazardous materials "E" designation from the NYC Office of Environmental Remediation (OER). A Remedial Action Work Plan (RAWP) was approved in March 2021 and a Notice to proceed (NTP) was issued.

Based on the information derived from a Remedial Investigation completed by FPM Group in March 2019, a remedial action was developed for the Site and it's enrollment in the NYC Voluntary Cleanup Program and E-Designation program. The elements of the selected remedy that must be completed to obtain a Notice of Satisfaction (NOS) and will limit the property use and other related work beyond the completion of the Project are as follows:

a. A vapor barrier system consisting of vapor barrier beneath the building slab and outside of subgrade foundation sidewalls will be installed to mitigate potential soil vapor migration into the building. The vapor barrier system will consist of a 20-mil Tex-Trude Xtreme Vapor Barrier below the slab throughout the full building area outside all sub-grade foundation sidewalls

b. Installation of an active sub-slab depressurization system (SSDS) consisting of two separate networks of horizontal pipe set two inches above the base of a minimum 4-inch deep gravel trench that is a minimum of 8-inches wide. A 6" thick gas permeable layer consisting of ¾" coarse gravel was placed immediately beneath the entire building slab and vapor barrier system. The horizontal piping will consist of fabric wrapped, perforated schedule 40 4-inch PVC pipe connected to a 6-inch riser pipe that penetrates the slab and travels through the building to the roof. The pipe will be finished at the roof line with an appropriate goose neck pipe to prevent rain infiltration. The exhaust will be located no less than 10 feet from any occupied spaces, operable window, and air intake for any building. The active SSDS will be hardwired and will include a Radonaway RP265c blower, for each network, installed on the roof line and a pressure gauge and alarm located in an accessible area in the basement. The active SSDS is an Engineering Control for the remedial action. The remedial engineer will certify in the RAR that the active SSDS was designed and properly installed to establish a vacuum in the gas permeable layer and a negative

(decreasing outward) pressure gradient across the building slab to prevent vapor migration into the building.

c. Submission of a RAR that describes the remedial activities, certifies that the remedial requirements have been achieved, defines the Site boundaries, lists any changes from this RAWP, and describes all Engineering and Institutional Controls to be implemented at the Site.

d. Submission of an approved Site Management Plan (SMP) in the RAR for long-term management of residual contamination, including plans for operation, maintenance, monitoring, inspection and certification of Engineering and Institutional Controls and reporting at a specified frequency.

e. The property will continue to be registered with an E-Designation at the NYC Buildings Department. Establishment of Engineering Controls and Institutional Controls in the RAWP and a requirement that management of these controls must be in compliance with an approved SMP. Institutional Controls will include prohibition of the following: (1) vegetable gardening and farming; (2) use of groundwater without treatment rendering it safe for the intended use; (3) disturbance of residual contaminated material unless it is conducted in accordance with the SMP; and (4) higher level of landusage without OER-approval.

f. Deed Restrictions will be placed on the property to document the installation of, and continued operation, of an active SSDS. The deed restriction can be removed if OER determines that the active SSDS has achieved its goals and is no longer warranted.

Remedial solutions for environmental issues relate to HAZMAT/AIR have been approved by NYC Office of Environmental Remediation under OER project # 19EH-A423Q /21CVCP029Q.

7. Sponsor is transferring its statutory obligation to pay New York State Transfer Tax ("NYSTT") of 0.4% of the Purchase Price where the consideration is less than $3,000,000 and 0.65% of the Purchase Price where the consideration is $3,000,000 or greater; New York City Real Property Transfer Taxes ("NYCRPTT") of one (1%) percent of the Purchase Price where the consideration is less than $500,000 and 1.425% where the consideration is $500,000 or greater. For purposes of calculating the NYCRPTT, as the Purchaser shall be responsible for paying the NYCRPTT, the tax due New York City will be based on the Purchase Price plus the amount of both the NYCRPTT and NYSTT due, which equates to a "grossed up" Purchase Price for calculation of the NYCRPTT. For purposes of calculating the NYSTT, as the Purchaser shall be responsible for paying the NYSTT, the tax due New York State will be based on the Purchase Price plus the amount of the NYCRPTT only. In addition, the Purchaser will be responsible for New York State Mansion Tax pursuant to Section 1402-a of the Tax Law

of one (1%) percent of the Purchase Price for any Residential Unit which has a combined sales price of $1,000,000 or more.

The Tax Law Amendment eliminates the requirement to "gross-up" the consideration payable by a Purchaser for a Unit pursuant to a Purchase Agreement that requires the Purchaser to pay the New York State Real Estate Transfer Tax at the closing of title to the Unit. Pursuant to the Tax Law Amendment, a Purchaser will no longer pay the portion of the New York State Real Estate Transfer Tax based on grossed-up consideration.

The Mansion Tax is required to be paid by the Purchaser, however the Tax Law was amended to provide that when the Purchaser fails to pay the tax, the Sponsor is required to pay. When the Sponsor is required to pay the additional tax because the Purchaser failed to pay, the additional tax becomes the joint and several liability of the Sponsor and the Purchaser.

The Tax Law was amended to provide for an addition to the base tax (additional base tax) in the amount of $1.25 for each $500, or fractional part, of the consideration for certain conveyances of real property located in New York City. The tax applies to:

• The conveyance of residential real property where the consideration for the entire conveyance is $3 million or more.
• The conveyance of real property other than residential real property where the consideration for the entire conveyance is $2 million or more.

The Sponsor is required to pay the additional base tax, but here Sponsor is transferring its statutory obligation to the Purchaser. If the Sponsor fails to pay the tax or is exempt from the tax, the Purchaser is required to pay the tax. When the Purchaser is required to pay the tax because the Sponsor has failed to pay, the additional base tax becomes the joint and several liability of the Sponsor and the Purchaser. For purposes of the additional base tax, all mixed-use real property is considered residential real property. Therefore, if the consideration for the conveyance of mixed-use real property is $3 million or more, the entire consideration is subject to the additional base tax.

Residential real property includes any premises that is or may be used in whole or in part as a personal residence, and includes a one-, two- or three-family house, an individual condominium unit or a cooperative apartment unit. Mixed-use real property is real property that is used for both residential and other than residential (for example, Commercial) purposes.

The Tax Law was also amended to add a supplemental tax on the conveyance of residential real property located in New York City where the consideration for the conveyance is $2 million or more. The supplemental tax differs depending on the amount of the consideration for the entire conveyance. For example: entire conveyance amount of at least $ 2 million but less than $ 3 million = Supplemental tax rate of one-quarter of one percent (.25%), and entire conveyance amount of at least $ 3 million but less than $

5 million = Supplemental tax rate of one-half of one percent (.5%). The Purchaser is required to pay the supplemental tax. If the Purchaser fails to pay the tax or is exempt, the Sponsor is required to pay the tax. When the Sponsor is required to pay the tax because the Purchaser has failed to pay, the supplemental tax becomes the joint and several liability of the Sponsor and the Purchaser. The supplemental tax is due on the conveyance of mixed-use real property when the consideration for the entire property is $2 million or more. Tax is computed only on the consideration attributed to the residential portion of the property. See Footnote 7 to Schedule A and Section XVI of the Offering Plan as to how the above taxes are calculated. See the Purchase Agreement set forth as Schedule D.

8. Sponsor will endeavor in good faith to sell the Units in the Condominium. However, Sponsor is retaining the unconditional right to rent rather than sell the Units, upon consummation of the Plan. Because Sponsor is retaining the unconditional right to rent rather than sell the Units, this plan may result in the creation of a condominium in which a majority of the Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Units, there is no commitment to sell more Units than the fifteen (15%) percent (10 Units) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium. See Section I and XV of the Plan.

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

9. Although all funds received by Sponsor for upgrades or extras to a Residential Unit will initially be placed in the Escrow Account as described in Section X of the Offering Plan, such funds may be released from the Escrow Account 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 paid to the Sponsor, and actually expended, for upgrades or extras. In the event the Offering Plan is abandoned, the Sponsor will return funds received for upgrades or extras. See Section XV of the Offering Plan.

10. Sponsor and/or the Board of Managers shall have the right to waive Unit Owner obligations to pay Common Charges from and after the first Unit closing for a period to be determined by the Sponsor or the Board of Managers ("Waiver Period") provided the basic operating costs of the Condominium, including without limitation any insurance premiums and reserves by lenders (collectively, "Operating Costs") are paid by either (i) Sponsor ("Sponsor Paid Waiver Period") or (ii) all Unit Owners, including without limitation Sponsor with respect to Unsold Units, according to the allocation of Common Expenses set forth in the Offering Plan ("Unit Owners Paid Waiver Period"). If the Sponsor or Board of Managers elects to waive payment of Common Charges, Sponsor shall disclose such waiver in a post-closing amendment to the Plan, which shall include (i) the

expiration date of the Waiver Period and (ii) whether the Waiver Period shall be a Sponsor Paid Waiver Period or a Unit Owners Paid Waiver Period. Purchasers are advised that the Operating Costs during the Waiver Period will likely vary from month to month and that certain seasons or periods may give rise to more or different costs than other seasons or periods (e.g. seasonal increases in heating and/or cooling costs, costs in the event of a needed repair to a Common Element, etc.). Depending on the occupancy level in the Building it is anticipated that the Operating Costs will increase as the occupancy level of the Building increases. In the event the Sponsor or the Board of Managers thereafter elects to extend the Waiver Period, Sponsor shall (a) notify Unit Owners of such extension at least thirty (30) days prior to the previously disclosed expiration date of the Waiver Period and (b) amend the Plan to disclose the new expiration date of the Waiver Period. Sponsor shall additionally notify Unit Owners of the expiration of the Waiver Period at least thirty (30) days prior to such expiration. Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Board of Managers shall remain obligated to update the budget in accordance with the terms of the Plan. Purchasers should note that, during any Waiver Period (regardless whether the Sponsor Paid Waiver Period or the Unit Owners Paid Waiver Period), Unit Owners will remain responsible for (in addition to their proportionate share of Operating Costs, if applicable) all individual Unit expenses, including without limitation (as applicable) real estate taxes on the Unit, mortgage payments under a loan obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately metered and payable either directly to the utility company or to the Board of Managers for payment to the utility company, the cost of any insurance which the Unit Owner obtains for the Unit and the cost of interior repairs and decorations to the Unit. See Section XX of the Plan.

11. The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit or the Common Elements, if any, exclusive and/or appurtenant thereto. Consequently, all Unit Owners are required to obtain and maintain (i) a personal liability policy if such Unit Owner is an individual, or (ii) commercial general liability insurance if such Unit Owner is a corporate entity, against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, plus at least $1,000,000 umbrella liability coverage. Further requirements with respect to such insurance are more particularly set forth in the Condominium By-Laws. In addition, all Unit Owners are urged to obtain property and casualty insurance with respect to the fixtures, furniture, improvements, furnishings and other personal property located within their respective Units. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. All insurance policies required to be maintained by the Condominium Board will be on a "replacement cost" and will not cover losses to the extent that market value may exceed such replacement cost.

All insurance policies required or permitted to be maintained by Unit Owners hereunder shall be primary with respect to the risks insured thereunder and shall contain waivers of subrogation, if available, and further provide that the liability of the carriers issuing insurance obtained by the Unit Owner shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Further, as a result of current fluctuations in the insurance market, the Condominium Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the Condominium By-Laws.

12. No Residential Unit Owner will be permitted to make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to the Residential Unit Owner's Residential Unit, or any Residential Unit Limited Common Element, without the prior written approval of the Board of Managers. Said provision requiring the written consent of the Board of Managers does not apply to the Unsold Units and Limited Common Element appurtenant to any Unsold Unit. See Article Twenty of Schedule I and Article VIII of Schedule J.

13. 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. In no event will the Sponsor be obligated to return a Purchaser's down payment in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at closing regardless of the availability of financing. In the event a Purchaser does not close title to the Home as a result of their inability to obtain a mortgage, the down payment plus the cost of any custom work ordered, will be retained by Sponsor as liquidated damages. See Section XI.

14. Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent (ten (10)) of the Residential Units being offered for sale. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close Residential Units with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Residential Unit. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of 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 (70%) percent. 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 (10%) percent 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.

Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, the 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.

See Section XIV as to the requirements of declaring the Plan effective.

15. If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date set forth on the first page of the Purchase Agreement, either Sponsor or Purchaser may cancel the Purchase Agreement by forwarding written notice of cancellation to the other no later than ten (10) days after expiration of such twelve (12) month period whereupon Sponsor shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XI of the Plan, all payments, other than Funds used towards upgrades, options or extras, made by Purchaser to Sponsor on account of the Purchase Price and neither party shall thereafter have any further liability or obligation to the other in connection with this Purchase Agreement or transaction. Failure to so notify Sponsor shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. In the event Sponsor shall be unable to convey title to the Residential Unit within twenty-four (24) months of the date of delivery stated in the Purchase Agreement through no fault of the Purchaser, the Purchase Agreement shall be deemed null and void and Sponsor shall return all monies being held in escrow, and any funds paid by Purchaser for extras, within thirty (30) days thereafter. See Paragraph 6 of the Purchase Agreement in Part II of the Plan.

16. All deposits received from Purchaser will initially be deposited into an IOLA account of the law firm of Moritt Hock & Hamroff LLP (the “Escrow Agent”) located at 1407 Broadway, 39th Floor, New York, New York 10018, as described in Section X of the Offering Plan. The Escrow Account will be opened with Metropolitan Commercial Bank, at their branch located at 1359 Broadway, New York, New York , telephone: (212) 643-6981 (“Bank”). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured. Additionally, any other deposits a Purchaser may have at the escrow bank will count towards the $250,000 FDIC insurance limit. See Section XII of the Offering Plan.

17. The Board of Managers has the right to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Unit Owners of said Unit. See Section XIX of the Offering Plan.

18. The projections for the first year of operation of the Condominium contained in the budget are only estimates and the actual expenses may vary from the amounts shown. Purchasers should further note that premiums for insurance have been extremely volatile and have increased substantially in recent years. Sponsor cannot predict whether or not the insurance rates will continue to increase or stabilize. Sponsor makes no representation that the premium costs for the insurance reflected in the proposed first year budget will be applicable at the time of the first closing of a Residential Unit in the Condominium. At this time the Sponsor is not including legal expenses in the budget. Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy. See Schedule B for the estimated insurance costs of the Condominium. See Schedule B, the proposed first year budget and the footnotes immediately following thereto.

19. Purchasers should note that it shall be the responsibility of each Purchaser to pay the following additional closing costs: (a) an initial non-reimbursable capital contribution in an amount equal to two (2) months Common Charges to the Condominium, for Working Capital; and (b) $2,500 to Sponsor's attorney for the preparation of the closing documents. In addition, in the event the Sponsor's Attorney is required to prepare the New York City "ACRIS" transfer documents Purchaser shall be required to pay Sponsor's attorney an additional fee of $250. In the event the title company prepares the ACRIS, Purchaser shall pay the applicable fee of the title company.

In the event a closing is adjourned with Sponsor's consent, at the request of Purchaser or Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $500. In addition, if a closing takes place, at the request of Purchaser, at any location other than the office of Sponsor's attorney, Purchaser shall pay to Sponsor's attorney a travel fee in the sum of $250. See Section XVI of the Offering Plan.

20. The construction began January 2023. The project is currently scheduled for completion by July 2024.

21. If through no fault of Sponsor, Purchaser fails for any reason to close title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing, all of the apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be).

In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%) of the purchase price for the Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges. Such interest rate shall not surpass the legal limit under applicable law. See Section XVI of the Offering Plan.

22. Purchasers should note, that if a Purchaser fails to appear and close title in accordance with the Purchase Agreement on the date and at the time and place stated in Sponsor's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default, **time being of the essence.** Time of the essence indicates that failure to cure the default by a certain date will constitute and incurable default under the Purchase Agreement. Upon Purchaser's failure to cure such default within such thirty (30) day period, the Purchase Agreement shall, at Sponsor's option, be deemed canceled and Sponsor shall have the right to retain, as and for liquidated damages, all sums paid by Purchaser to Sponsor on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all Extras ordered by Purchaser, together with all interest credited thereon, if any, which total amount Purchaser acknowledges to be fair and reasonable.

23. The approximate physical dimensions of each Unit consist of the area measured horizontally from the outside face of the exterior walls of the Building defining the Residential Unit to (a) the outside face of the exterior walls of the Building, or (b) the centerline of the partitions of the interior walls separating the Unit from another Unit, stairs, elevators or other common elements or (c) corridor side of partitions separating the Unit from the corridor. Each Unit will consist of the volume measured vertically from the top of the finished floor to the underside of the finished ceiling. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual, usable, floor area comprising the Residential Unit is substantially less than the area listed in Schedule A. See Schedule A.

24. Purchasers should note 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. See Section IX of the Offering Plan.

25. Purchasers should note that the Sponsor reserves the right to select the ultimate location of kitchen and bathroom cabinets, which may differ from the locations set forth on the floor plans. In the event an affected Unit is under contract, Sponsor shall first obtain consent from the Purchaser of said Unit. Sponsor is obligated to construct the premises in accordance with building plans and specifications. Any material modification to or variation therefrom will first be disclosed in an amendment to the Offering Plan. See Section XV of the Offering Plan.

26. The risk of loss from fire or other casualty remains with the Sponsor until legal title to the Unit has been conveyed to the Purchaser.

The Sponsor will not enter into interim leases with Purchasers for Residential Units prior to closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have his or her contractors or agents enter the Residential Unit to perform work prior to

closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain the funds being held in escrow to a maximum of ten (10%) percent of the sales price plus the cost of extras ordered, as liquidated damages. In that Sponsor is not entering into any interim leases so there should be no pre-closing possession. Purchasers should refer to Paragraph 22 of the Purchase Agreement.

27. Sponsor's obligation cannot go below the duty to construct the premises in accordance with all applicable codes, filed plans and specifications, as same may be amended and locally accepted building practices for items, which are not covered by codes. 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. The Condominium will be built in accordance with the building plans and specifications identified in the Plan.

Purchasers are advised to review Section XV of the Offering Plan, entitled Rights and Obligations of the Sponsor, which discusses items that are not considered material adverse conditions.

28. Sponsor has obtained financing (the "Building Loan") from Midfirst Bank, a federally charged savings association ("Lender"), having an address at 501 NW Grand Blvd., Oklahoma City, OK 73118, which has enabled Sponsor to purchase and update the Development. After the recording of the Declaration and before the closing of title to the first Unit, any Building Loan mortgage will be satisfied or released, such that the lender will set a release price for Unit so that Sponsor can pay-off such amount of the underlying mortgage with the sale of the Unit. In addition, before the closing of title to the first Unit, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by partial release duly recorded. In order to obtain partial releases, the Lender will require that the Sponsor pay a release price on the sale of each Unit, until the loan is repaid in full. Such minimum release price shall be determined prior to the closing of a Unit and be based on the total outstanding loan at that time. This portion of the loan will not be added to the Purchase price, but rather Sponsor may use the proceeds from such sale to pay towards the underlying mortgage. Therefore, there will be no resulting costs from Sponsor's Building Loan added to Purchaser's individual mortgage, and no delay to the closing of title to a Unit due to the underlying mortgage.

Purchaser shall not be obligated to pay any adjournment fee as a result of a delay caused by any assignment/consolidation of Sponsor's construction loan. The terms of the Construction Loan contemplate the project as a "for-sale" condominium project. Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent (ten (10)) of the Residential Units being offered for sale.

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 condominium units;
(ii) subordinate the lien of its mortgage to the declaration of condominium; or
(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

There will be no steps needed to be undertaken by Purchaser, as previously stated, Sponsor will work directly with lender and pay a release price, which price shall not affect purchaser or Purchaser's financing, if any.

Purchasers should note, in the event Sponsor seeks an assignment of a portion of the Building Loan to Purchaser's mortgage lender, such severance and assignment would not result in any additional risk or cost to the Purchaser. Sponsor will initiate any severance and assignment transaction only after financing has been procured by Purchaser. Furthermore, should this transaction fail to take place and result in the loss of Purchaser's finnacing commitment, then Purchaser will be afforded an opportunity to obtain new financing, if Purchaser so elects. See Section I of the Offering Plan.

29. Severance of mortgage/existing mortgage(s) - If necessary to obtain a mortgage tax credit, Purchaser shall use its best efforts to request that its lender (i) accepts an assignment of the existing mortgage(s) encumbering the Property, as severed, to encumber only the Home and its appurtenant percentage of Common Interest in the Common Elements, and (ii) cooperates with Seller and its existing lender, as necessary to effectuate such assignment. At Closing, Purchaser shall execute the affidavit required pursuant to Section 255 of the New York State Tax Law. It is agreed and understood that Seller shall receive as a credit from Purchaser at Closing, a sum equal to the full mortgage tax credit which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller on the amount of Purchaser's mortgage. The foregoing credit shall be paid by Purchaser regardless of whether Purchaser's lender accepts the assignment of the Seller's existing mortgage as severed. All terms and provisions of this Purchase Agreement and all payments made hereunder are and shall be subject and subordinate to the lien of any acquisition, improvement, interim or building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, to the full extent thereof without the execution of any further documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of the lenders right to make advances before they become due in accordance with the schedule of payments. Seller shall satisfy all such mortgages or obtain a release of the Unit and its appurtenant percentage of Common Interest in the Common Elements (as such term is defined in the Plan) from the liens of such mortgages at or prior to Closing, unless Purchaser shall be required to take title subject to the existing mortgage, as severed and converted to Purchaser's individual mortgage on the Unit.

30. Neither Sponsor nor any of its Principals have an option or right to acquire any of the adjoining areas. The Sponsor does not currently have any other projects in

the immediate vicinity, nor has Sponsor been made aware of same. See Section IV of the Offering Plan.

31. There are no restrictions on who may purchase a Residential Unit in the Condominium except that this offer is made only to persons over eighteen (18) years of age. Each Residential Unit Owner can sell their Residential Unit to whomever they desire. Residential Unit Owners may lease their Residential Units subject to the conditions contained in Section XVIII of the Offering Plan. The Board of Managers does not have the right to approve or disapprove Purchasers and does not have a right of first refusal on Purchases.

Any Residential Unit Owner who wishes to enter into a lease for their Residential Unit shall be required to provide the Board of Managers with a copy of the proposed lease prior to its execution. Any lease entered into must contain a provision that the Lessee is subject to the Declaration, By-Laws and Rules and Regulations of the Condominium, the provisions of Article XI, Section 2 of the Condominium By-Laws and the Deed to the Residential Unit. Failure to comply with the above shall be deemed an automatic violation of the By Laws of the Condominium. Rental of a Residential Unit in the Condominium is not currently subject to any local or state regulation and is not subject to a right of first refusal by the Board of Managers. See Section I and XIX of the Offering Plan.

32. The purchase of a Condominium Unit has many significant legal and financial consequences. The Attorney General strongly urges you to read this Offering Plan carefully and to consult with an attorney before signing a Purchase Agreement. See Section I of the Offering Plan.

33. Purchasers should note, the By-Laws do not contain a provision requiring that after the Sponsor-Control Period expires the Board must be made up of owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Purchasers for their own occupancy may never gain control of the board of managers. Owner-occupants and non-resident owners, such as sponsor, may have inherent conflicts on management of the condominium.See Section XVIII of the Offering Plan.

34. 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 XXII of the Plan.

35. Sponsor anticipates that the closing to the first Residential Unit will occur on or about July 1, 2024. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Unit; or (ii) the projected date of closing of title to the first Unit occurs later than June 30, 2025, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing,

Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date. All common elements, including but not limited to the recreation areas, will be fully operational as of the date of commencement of Condominium operation. will be fully operational as of the date of commencement of the Condominium operation.

However, if the first unit closing occurs before June 30, 2025, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See Section XV of the Offering Plan.

36. Purchasers should note that on April 29, 2022 the Financial Crimes Enforcement Network ("FinCEN") announced the issuance of an updated Geographic Targeting Order ("GTO"), which requires U.S. title insurance companies to report to FinCEN the personal identity of purchasers in residential real estate transactions in which: (1) the purchaser is a legal entity as defined in the GTO; (2) the purchaser purchases residential real property (including condominium units) located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan and Staten Island; (3) the total purchase price is in an amount of $300,000 or more; (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

As long as the updated GTO remains in effect, the reporting requirements set forth above apply to all residential real property closings (including condominium units) meeting the above criteria and occurring on or after April 30, 2022.

Further information regarding the revised GTO is available at the following web address:
https://www.fincen.gov/sites/default/files/shared/Real%20Estate%20GTO_Order_4.29.22_for%20Press%20Release.pdf

See Section XI of the Offering Plan.

37. In compliance with Local Law 147 and pursuant to Article 17 of the New York City Administrative Code, the Board of Managers (the "Board") of 37-34 33rd Street Condominium (the "Condominium"), have adopted the following smoking policy (the "Smoking Policy") for the Building:

Smoking is PROHIBITED (i) in all commons areas of the Building, including, but not limited to, the lobby, entryways, vestibules, ante rooms, mail rooms, storage rooms, bike rooms, common rooms, amenity rooms, gym, roof decks, garbage chute rooms, compactor rooms, basement, corridors, hallways, stairwells, elevators, playroom,

garage, garage ramp, walkways; and (ii) within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening onto Common Elements or Units.

For the purposes of this Smoking Policy, the term "smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any other form of lighted object or device which contains tobacco, including the use of electronic cigarettes or any similar device that delivers vapor for inhalation (including any refill, cartridge or other component of an electronic cigarette or similar device), or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance. This Smoking Policy applies to all unit owners, tenants, subtenants, occupants and residents of the Building, and to any guests, agents, licensees and invitees of a Unit Owner. It is the Unit Owner's responsibility to ensure that its tenants, subtenants, occupants, residents, guests, agents, licensees and invitees comply with this Smoking Policy.

Smoking is PROHIBITED within individual apartments and on the terraces, balconies, patios and yards attached to individual apartments (except within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening onto Common Elements or Units). However, if there are reported and substantiated incidents of infiltration of smoke/smoke odors into common areas of the Building (including, but not limited to, hallways) and/or other apartments in the Building, it will be the offending Unit Owner's responsibility, at its sole cost and expense, to abate the nuisance.

Any Unit Owner who sells, leases, or subleases its apartment must include a copy of this Smoking Policy in the contract of sale, lease or sublease.

In the event of a violation of this Smoking Policy, in addition to and not in diminution of, all other remedies available to the Condominium, as provided in its Declaration of Condominium and By-Laws, or at law or in equity, with regard to a default by the Unit Owner, the Board shall have the right to impose an administrative fee in the amount of Two Hundred Fifty ($250.00) Dollars on the Unit Owner for each such violation of this Smoking Policy. A continuing violation shall be considered a new violation. This Smoking Policy shall become effective immediately. The Board will advise Unit Owners of any changes to the Smoking Policy.

38. All general maintenance, repairs and replacements of the balconies and terraces that are Limited Common Elements, including cleaning, snow removal and all repairs not structural in nature (including the repair of leaks and the repair or replacement of the surface of the balconies or terraces), shall be the responsibility of the Residential Unit Owner whose balcony or terrace is a Limited Common Element of their Residential Unit. Although the cost of repairs and replacements to Limited Common Elements shall be borne by the Residential Unit Owners, the Board of Managers shall be charged with performing all repairs and replacements at the Residential Unit Owners sole cost and expense. See Section I of the Offering Plan.

39. The Sponsor has been advised by its counsel that the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional Common Charge. See Section XXII of the Offering Plan.

40. Purchaser should note, the Purchase Agreement contains a representation from the Purchaser that no broker other than Sponsor's broker (the "Broker") brought about the sale, and Purchaser agrees to indemnify Sponsor against any claim brought by any other broker for brokerage commission based upon Purchaser's acts. Sponsor shall pay the Broker pursuant to separate agreement. In the event Purchaser is represented or has consulted with an outside broker (other than the Broker), Purchaser shall be responsible for all costs and commissions associated therewith, and Sponsor shall not be responsible for any co-broker commission. See the Purchase Agreement in Part II of the Offering Plan.

41. Purchaser should note, any failure by Sponsor to insist upon strict performance by Purchaser of any of Purchaser's obligations under the Purchase Agreement shall not be deemed a waiver of such obligations, and Sponsor may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under the Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past. If any part of the Purchase Agreement or the Plan is invalid or unenforceable with respect to a particular individual or circumstance, the remainder of the Purchase Agreement or the Plan and the applicability to other individuals or circumstances shall not be affected thereby but shall continue in full force and effect.

Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to the Purchase Agreement or the Plan. Whether Purchaser or Sponsor commences an action, the reasonable legal fees and disbursements shall be paid by the prevailing party. Further Purchaser agrees to waive the right to file a Lis Pendens. See the Purchase Agreement in Part II of the Offering Plan.

If the Sponsor/Sponsor seeks to enforce or defend any of its rights, then the Purchaser may be required to pay the Sponsor/Sponsor's attorneys' fees if the Sponsor is the prevailing party.

42. Purchasers should note the Commercial Unit may be used for any lawful purposes permitted under the local zoning code, including, without limitation, for commercial uses. Pursuant to the New York City zoning code, the lawful uses permitted in the Commercial Unit include retail, ambulatory and other health care uses, child care/day care uses, educational uses and any other use that may be permitted by the City of New York. Notwithstanding the foregoing, the Commercial Unit shall not be used

for any illegal uses or for the following uses: pornography stores, drug treatment facilities or homeless shelters.

The Owner of the Commercial Units shall be subject to the rights of the Commercial Unit Owner to subdivide and merge same. Commercial Unit Owner will be responsible to pay common charges in accordance with such Unit Owner's percentage of Common Interest. The common charges payable by each Commercial Unit Owner are sufficient to cover the expenses fairly attributable to such Unit. For purposes of this note, the Parking Space Units are not considered Commercial Units. See Section IX of the Offering Plan.

43. Purchaser should note that the Owner of Commercial Units will be obligated to pay a share of the cost of insurance and maintenance and operation of the Common Expenses shared with the Residential and Parking Units and other costs reflected in Schedule B based on their percentage of Common Interest in the Condominium.

The Commercial Unit Owners will also be responsible for the entire cost of the maintenance and operation of the Commercial Unit Limited Common Elements. However, in accordance with New York State Real Property Law, Section 339-m, the Condominium Board may also make allocations and assessments of Common Charges to the Common Expenses in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute relating to the expenses to be borne by the Commercial Unit Owners such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XII of the By-Laws. In the event of any dispute relating to the expenses to be borne by the Commercial Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XII of the By-Laws. The arbitrator shall be mutually agreed upon by the Board of Managers and the Commercial Unit Commercial Unit Owner. Options for appeal are limited for matters submitted to arbitration. In addition, pursuant to Section 339-bb of the Real Property Law a larger portion of the insurance costs may be applied to a Commercial Unit.

The Commercial Units and/or their tenants will have an easement to erect, maintain and replace one (1) or more signs on the property, as permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be in compliance with the requirements of the City of New York. See Section IX of the Offering Plan.

44. Purchasers should note that pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Residential Units are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of

the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the members of the Condominium, or property within the Condominium held by the members of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal Revenue Code and as a result the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXI of the Offering Plan.

45. In the unlikely event the Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against said Unit for the six (6) month period following the first closing. This is a determination made by the taxing authority and not in control of the Sponsor. Said amount is to be paid by Purchaser. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Units for such six (6) month period and may collect at each closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and either the Sponsor or the Board of Managers will be entitled to reimbursement from Unit owners to the extent of the actual assessment. Until the Units are separately assessed, all post-closing amendments will disclose the amount of the funds deposited in escrow for the payment of the real estate taxes. See Section XXI of the Offering Plan.

46. There is one 40'-8” rear yard located at the first floor in the back yard, with a maximum of 10 people. The rear yard will be paved by Hanover pavers and used as outdoor recreation space that's accessible to the residential units only. Outdoor recreation space will be landscaped, furnished and enclosed by 6’ height walls and include a kitchen sink and two (2) barbeque grills.

There will be one (1) approximately 628 sf fitness room, located on the 1st floor; with a maximum of 13 people. The fitness space contains workout areas for the fitness machines. A restroom is located outside at the corridor outside the fitness space.

There will be one (1) approximately 615 sf. lounge located on the 1st floor with a pantry area and seating; with a maximum of 12 people.

There will be one (1) common roof terrace located at the second floor roof, over the 1st floor; with a maximum of 16 people. Private terraces are located at the 2nd floor with subdivisions.

47. Prohibition against advertising of unit for sale - Purchaser shall not place an advertisement for the sale of a Unit in any newspaper or other publication or media, or list a Unit with any real estate broker prior to Closing. Such action will constitute a material

breach of the Purchase Agreement entitling Sponsor to retain monies paid on account of the Purchase Agreement plus the cost of Extras as liquidated damages.

48. Each Purchaser shall pay $350 to the managemnt company representing a fee for services in connection with preparing the new Unit Owner information documents. Such fee shall be payable at or prior to the Closing by Purchaser's unendorsed, personal check made payable directly to the order of AKAM Associates, Inc.

49. Unless specifically agreed to by Sponsor in writing, Purchaser shall not visit the Unit or any other portion of the construction site, and shall only have the right to visit the Sponsor's sales office (the "Sales Office"). Any unauthorized visits to the construction site (or Building) by Purchaser are subject to a charge by Sponsor of $500 per visit, which Purchaser agrees to pay Sponsor within ten (10) days of billing thereof.

50. The Board's collection of Common Charges will be in an amount necessary to carry out the duties of the Board of Managers and such Common Charges shall be paid by the Unit Owners and the Sponsor as Owner of the unsold Units in accordance with the Common Interest set forth herein.

51. Local Law 11 or 1998 (LL 11/98) mandates the periodic inspection of the exterior walls and appurtenances of buildings greater than six stories in height. A newly constructed building is required to file a FISP report five years after the initial Temporary Certificate of Occupancy (TCO) was issued. An owner must comply with the first filing deadline for that property that occurs after the five-year TCO milestone has been reached. This Condominium, with a block number ending in 4, it is a part of Sub-Cycle A. Cycle 10A begins 2/21/2025 which will be inside of the five-year milestone after TCO will be issued, assuming TCO will be issued 3rd quarter 2024. Inspections are required ever 5 Years thereafter.

The FISP inspection covers the building envelope and appurtenances of all facades taller than six stories, including parapets; balconies; railings; fire escapes. Hands-on facade inspections, which can be conducted by industrial rope access, motorized scaffolds, and boom lifts, are required along street and public-right-of-way facing facades.

Buildings are filed as Safe, Safe With a Repair and Maintenance Program (SWARMP), or Unsafe. A Safe building needs no further action. A SWARMP building must be repaired in the time frame established by the Qualified Exterior Wall Inspector or QEWI in the report. Unsafe buildings must have a sidewalk shed installed immediately and be repaired within 90 days, although owners can request extensions from the DOB as long as adequate safety measures are in place to protect the public.

Inspections and corresponding repair cost and management of said project are the responsibility of ownership or the collective Condominium owners in 37-34 33rd Street Condominium. Its common practice for a Condominium to hire a managing agent or owners' representative to over see the FISP project in its entirety. On a newly constructed

property or unit cost in 8-10 years from now, it is estimated inspection cost in today's dollars would cost anywhere between $40 - $60,000, which includes the QEWI inspection, report, and submission, as well as scaffolding contractor for inspection drops.

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

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

53 Building is not located within Flood Zone, and not within A New York City Designated Coastal Zone. There is no danger of flooding due to water table or overflow from other bodies of water. No potential for mudslides or erosion is anticipated.

54. Lot Line Windows are double-pane non-operable aluminum window with thermal break. Lot Line Windows are located on the south side the building, starting from 3rd Floor to 7th Floor in the common corridor. The Lot Line Windows are two (2) inches away from the property line, and the windows are not for legally required light and air to habitable spaces. The Lot Line Windows may be blocked by adjacent building with further

development. There is currently a 1-story building occupying the adjoining lot. If it is ever redeveloped so that a taller building is constructed on that lot, building owner will be required to close the windows at his/her own cost and expense. Window manufacturer is BCG Glass Industry, warranty is one (1) year.

55. Roof drains in common spaces will be visually inspected quarterly by building staff. Damage to residential units or common spaces below common spaces due to leaking roofs will be resolved by building management.

56. In view of the fact the Condominium will consist of a Building containing more than five (5) stories the Housing Merchant Implied Warranty Law contained in Article 36-B of the General Business Law is not applicable. Notwithstanding said fact, the Sponsor will correct any defect in the construction of the Unit or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship at variance with the plans and specifications identified in the offering plan and set forth in the architects and/or engineers property description report(s), as may have been changed by Sponsor from time to time provided that it is notified of such defect in writing by certified mail within one (1) year from the date of Closing of Title to the Unit in which the alleged defect exists ("Limited Warranty"). If a defect occurs in an item, which is covered by this warranty, the Sponsor or Sponsor's contractors will (a) repair or (b) replace the item. The choice between repair or replacement is strictly the Sponsors.

Regardless of any limitations in the warranty or in this Offering Plan, Sponsor's obligation cannot go below the duty to construct the premises in accordance with all applicable codes, filed plans and specifications identified in the offering plan, as same may be amended, and locally accepted building practices for items which are not covered by codes. Any conflicts between the disclaimers and the Sponsor's obligation to construct the premise in accordance with all applicable codes and filed plans and specifications identified in the offering plan, shall be resolved in favor of the latter. Any exclusion or modification that does not meet or exceed a relevant, specific, standard of the applicable building code, or in the absence of such standard, a locally accepted building practice, shall be void as contrary to public policy.

37-34 33rd Street Condominium

PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

This is an Offering Plan (the "Plan") for the sale of sixty-four (64) Residential Units (the "Residential Units"), two (2) Commercial Units (the "Commercial Units") and thirty-two (32) Parking Space Units (the "Parking Space Units") in a Condominium to be known as 37-34 33rd Street Condominium, located 37-34 33rd Street, Queens, New York 11101.

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

The Plan may be amended at any time and from time to time provided that the amendment is duly filed with the Department of Law of the State of New York and is served on Purchasers and Residential Unit Owners. Amendments will be served on all offerees as defined in section 20.1(d) of this Part.

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

The Sponsor of the Offering Plan is 33rd Street Ventures, LLC. Sponsor acquired the property by deed dated January 6, 2020. The prior use of the property was an industrial building.

The Sponsor will be the owner of the Commercial Unit until the Sponsor conveys the Unit to a tjird party, upon a sale of same. The Non-Residential Unit Owners will be responsible to pay Common Charges in accordance with such Unit Owner's percentage of Common Interest, or any special allocation of Common Expenses allocated to said Units. The Common Charges payable by the Non-Residential Unit Owners are sufficient to cover the expenses fairly attributable to such Units.

Sponsor will endeavor in good faith to market and sell the Units in the Condominium, however, Sponsor is retaining the unconditional right to rent rather than sell the units after consummation of the Offering Plan. Because Sponsor is retaining the unconditional right to rent rather than sell the Units this Plan may result in the creation of a condominium in which a majority of the Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the plan effective (10 Residential Units) and owner-occupants

may never gain effective control and management of the Condominium. In the event Sponsor makes a bulk sale of all or some of its unsold Units, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Units.

There are a variety of model types of Residential Units. See Schedule G for a detailed description of different type of models. The Closing of Title to the first Residential Unit is estimated to occur on or about July 1, 2024, subject to weather conditions and other factors beyond Sponsor's control. The land and all improvements to be erected thereon are hereinafter referred to as the "Community", the "Condominium" or the "Development".

The Condominium will consist of the sale of sixty-four (64) Residential Units, two (2) Commercial Units and thirty-two (32) Parking Space Units located in a seven (7) story building with cellar.

Parking Space Units are served by valet parking attendants. There are thirty-two (32) attended Parking Space Units on the cellar level, which shall be offered at the prices listed in the Schedule A. All thirty-two (32) attended Parking Space Units are required for Residential Units.

All maintenance and repairs to the Parking Space Units, whether structural or non-structural, Ordinary or Extraordinary, will be made by the Board of Managers and the cost thereof will be a Common Charge payable by the Parking Space Unit Owner, including Sponsor in its role as owner of the unsold Parking Space Units. The costs associated with the maintenance and repairs will include special assessments, if any, necessary to effectuate said maintenance and repairs.

Purchaser shall not place an advertisement for the sale of the Unit in any newspaper or other publication or media, or list the Unit with any real estate broker prior to Closing. Such action will constitute a material breach of the Purchase Agreement entitling Sponsor to retain monies paid on account of the Purchase Agreement plus the cost of Extras as liquidated damages.

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

All portions of the Condominium, excluding the Units, are Common Elements of the Condominium. The Common Elements are divided into General Common Elements for use by all Unit Owners and Limited Common Elements which are Common Elements irrevocably restricted in use to specified Residential Units and Residential Unit Owners.

The Sponsor has not reserved any air development rights.

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

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

2. The roofs of the Building, excluding and Limited Common Elements;

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

4. All stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which service the entire Condominium.

5. All improved and unimproved areas of the Condominium located outside the boundaries of the Units;

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

7. All sewer pipes and drainage pipes and facilities that service the entire Condominium;

8. All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable, that service the entire Condominium;

9. Any heating, cooling or other mechanical system located in the Common Elements servicing the entire Condominium;

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

B. Restricted/Limited Common Elements – Certain portions of the Common Elements are irrevocably restricted in use to specified Units or Unit Owners, subject to the right of the Boards of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Unit or the Common Elements and subject to the Rules and Regulations of the Board. Said irrevocably restricted Common Elements are also referred to as a Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Unit Owner. The following are descriptions of the irrevocable restricted Limited Common Elements:

1. Residential Restricted Common Elements – Residential Restricted Common Elements are those shared by all Residential Unit Owners and include all portions of the Residential Area of the Condominium except for the individual Units and the Residential Unit Restricted Common Elements (irrevocably restricted in use to a specified Unit(s) or Unit Owner(s) and include without limitation the following:

(a) Any portion of the roofs that service only the Residential Area of the Condominium;

(b) All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Residential Unit and any interior load bearing walls that are not part of a Residential Unit and that service only the Residential Area of the Condominium;

(c) All parts of the exterior walls and facades that are for the exclusive use of the Residential Area of the Condominium;

(d) All stairs, stairways, common hallways which are not located wholly within a Residential Unit and entrances and exits to and from the Condominium other than entrances to the individual Residential Units which service solely the Residential Area of the Building;

(e) All improved and unimproved areas of the Condominium located outside the boundaries of the Residential Units that service the Residential Area of the Condominium;

(f) All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, gas, hot and cold water and heat (including all pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that service only the Residential Area of the Condominium;

(g) All sewer pipes and drainage pipes and facilities that service only the Residential Area of the Condominium;

(h) All mechanical equipment, mechanical and equipment rooms, refuse rooms, utility meters, utility rooms, meter rooms, storage areas, if applicable, that service only the Residential Area of the Condominium;

(i) Any heating, cooling or other mechanical system located in the Common Elements servicing only the Residential Area of the Condominium;

(j) Any intercom system and/or security cameras that service the Residential Units exclusively;

(k) The two (2) elevators serving floors cellar thru 7th;

(l) The bicycle storage area located on the cellar level;

(m) The rear yard, amenity lounge and fitness room yard located on the1st floor;

(n) The roof terrace located on the 2nd floor;

(o) The parking area, excluding the Parking Space Units;

(p) All other parts of the Residential Area of the Condominium and all apparatus and installations existing in the Residential Area of the Condominium or Property for common use or necessary or convenient to the existence, maintenance or safety of the Residential Area of the Condominium.

The Residential Restricted Common Elements servicing the Residential Units shall be maintained, repaired and replaced by the Residential Unit Owners. The cost of any such maintenance, repair and/or replacement shall be allocated to all Residential Unit Owners based upon their Residential Percentage of Common Interest, as set forth in Schedule B-1 to the Declaration. Although the cost of repairs and replacements to Residential Restricted Common Elements shall be borne by the Residential Unit Owners, the Board shall be charged with performing all maintenance, repairs and replacements. Notwithstanding the foregoing, the cost for maintenance, repair and/or replacement of Residential Restricted Common Elements that are part of the structural components serving the entire Condominium will be borne by all Unit Owners according to their percentage of Common Interest in the Condominium.

2. Limited Common Elements – Residential Unit Limited Common Elements are irrevocably restricted in use to a specific Unit or specific Units. The following are descriptions of irrevocable Limited Common Elements:

(a) Any balcony or terrace appurtenant to a Residential Unit;

(b) Any heating, cooling or other mechanical system servicing an individual Residential Unit that is located in or on the Common Elements; and

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

All general maintenance, repairs and replacements of the balconies and terraces that are Limited Common Elements, including cleaning, snow removal and all repairs not structural in nature (including the repair of leaks and the repair or replacement of the surface of the balconies or terraces), shall be the responsibility of the Unit Owner whose balcony or terrace is a Limited Common Element of their Unit. Although the cost of repairs and replacements to Limited Common Element shall be borne by the Individual Unit Owner, the Board shall be charged with performing all repairs and replacements at the Unit Owners sole cost and expense.

C. Provisions Applicable to the Non-Residential Units - Certain Common Elements, as detailed below in items (a) through (b), which service the Commercial Unit, shall be maintained, repaired and replaced by the Condominium Board and the cost of any such maintenance, repair and/or replacement, shall be allocated to the Commercial Unit Owner.

(a) The exterior entryways and doors that are used to access the Commercial Unit; and

(b) The glass storefront window systems appurtenant to the Commercial Unit.

D. Provisions Applicable to All Common Elements -

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

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

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

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

A Unit Owner is required to pay monthly Common Charges assessed by the Board for the operation and maintenance of the Condominium pursuant to Sections 339(i) and (m) of the New York Condominium Act. The percentage of Common Interest determines the amount a Residential Unit Owner will pay for Common Charges, based on the Schedule B. The Non-Residential Unit Owners, who will receive in certain instances greater or fewer services from the Condominium, will bear a properly allocated share of the expenses of the Condominium, all as described in Schedules A, and B of the Plan and Article 6 of the By-Laws. The estimated Common Charges for each Unit for the projected First Year of Condominium Operation are set forth in Schedule A. Monthly Common Charges may commence with the Closing of the first Residential Unit which is expected to occur on or about July 1, 2024, however, see Section XX of the Offering Plan as to the right of the first Board of Managers to commence the collection of Common Charges at a subsequent date. In addition, each Unit Owner is responsible for maintenance and repair to their own Unit, and all insurance coverage to their Unit.

Sponsor and/or the Board of Managers shall have the right to waive Unit Owner obligations to pay Common Charges from and after the first Unit closing for a period to be determined by the Sponsor or the Board of Managers ("Waiver Period") provided the basic operating costs of the Condominium, including without limitation any insurance premiums and

reserves by lenders (collectively, “Operating Costs”) are paid by either (i) Sponsor (“Sponsor Paid Waiver Period”) or (ii) all Unit Owners, including without limitation Sponsor with respect to Unsold Units, according to the allocation of Common Expenses set forth in the Offering Plan (“Unit Owners Paid Waiver Period”). If the Sponsor or Board of Managers elects to waive payment of Common Charges, Sponsor shall disclose such waiver in a post-closing amendment to the Plan, which shall include (i) the expiration date of the Waiver Period and (ii) whether the Waiver Period shall be a Sponsor Paid Waiver Period or a Unit Owners Paid Waiver Period. Purchasers are advised that the Operating Costs during the Waiver Period will likely vary from month to month and that certain seasons or periods may give rise to more or different costs than other seasons or periods (e.g. seasonal increases in heating and/or cooling costs, costs in the event of a needed repair to a Common Element, etc.). Depending on the occupancy level in the Building it is anticipated that the Operating Costs will increase as the occupancy level of the Building increases. In the event the Sponsor or the Board of Managers thereafter elects to extend the Waiver Period, Sponsor shall (a) notify Unit Owners of such extension at least thirty (30) days prior to the previously disclosed expiration date of the Waiver Period and (b) amend the Plan to disclose the new expiration date of the Waiver Period. Sponsor shall additionally notify Unit Owners of the expiration of the Waiver Period at least thirty (30) days prior to such expiration. Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Board of Managers shall remain obligated to update the budget in accordance with the terms of the Plan. Purchasers should note that, during any Waiver Period (regardless whether the Sponsor Paid Waiver Period or the Unit Owners Paid Waiver Period), Unit Owners will remain responsible for (in addition to their proportionate share of Operating Costs, if applicable) all individual Unit expenses, including without limitation (as applicable) real estate taxes on the Unit, mortgage payments under a loan obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately metered and payable either directly to the utility company or to the Board of Managers for payment to the utility company, the cost of any insurance which the Unit Owner obtains for the Unit and the cost of interior repairs and decorations to the Unit.

Until title to a Unit has passed to a Purchaser, the Sponsor will pay such Common Charges and Special Assessments as are assessed by the Board on Units, built or unbuilt, to which title has not passed. Once title has passed to a Purchaser, the Purchaser will be responsible for all costs, including all Common Charges associated with the Unit. No Unit can be sold without a simultaneous sale of the undivided interest in the Common Elements.

Sponsor will endeavor in good faith to market and sell the Units in the Condominium; however, Sponsor is retaining the unconditional right to rent rather than sell Units after consummation of the Plan. Because Sponsor is retaining the unconditional right to rent rather than sell Units this Plan may result in the creation of a condominium in which a majority of the Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent (10 Units) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium. In the event Sponsor makes a bulk sale of all or some

of its unsold Residential Units, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Units and will also be responsible for all Sponsor's obligations under the Offering Plan with respect to such Units.

Sponsor has obtained financing (the "Building Loan") from Midfirst Bank, a federally charged savings association ("Lender"), having an address at 501 NW Grand Blvd., Oklahoma City, OK 73118, which has enabled Sponsor to purchase and update the Development. After the recording of the Declaration and before the closing of title to the first Unit, any Building Loan mortgage will be satisfied or released, such that the lender will set a release price for Unit so that Sponsor can pay-off such amount of the underlying mortgage with the sale of the Unit. In addition, before the closing of title to the first Unit, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by partial release duly recorded. In order to obtain partial releases, the Lender will require that the Sponsor pay a release price on the sale of each Unit, until the loan is repaid in full. Such minimum release price shall be determined prior to the closing of a Unit and be based on the total outstanding loan at that time. This portion of the loan will not be added to the Purchase price, but rather Sponsor may use the proceeds from such sale to pay towards the underlying mortgage. Therefore, there will be no resulting costs from Sponsor's Building Loan added to Purchaser's individual mortgage, and no delay to the closing of title to a Unit due to the underlying mortgage.

Purchaser shall not be obligated to pay any adjournment fee as a result of a delay caused by any assignment/consolidation of Sponsor's construction loan. The terms of the Construction Loan contemplate the project as a "for-sale" condominium project. Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent (ten (10)) of the Residential Units being offered for sale.

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 condominium units;
(ii) subordinate the lien of its mortgage to the declaration of condominium; or
(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

There will be no steps needed to be undertaken by Purchaser, as previously stated, Sponsor will work directly with lender and pay a release price, which price shall not affect purchaser or Purchaser's financing, if any.

Purchasers should note, in the event Sponsor seeks an assignment of a portion of the Building Loan to Purchaser's mortgage lender, such severance and assignment would not result in any additional risk or cost to the Purchaser. Sponsor will initiate any severance and assignment transaction only after financing has been procured by Purchaser. Furthermore, should this transaction fail to take place and result in the loss of Purchaser's finnacing commitment, then Purchaser will be afforded an opportunity to obtain new financing, if Purchaser so elects.

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

A Unit Owner, upon acquiring title to their Unit, will be obligated to comply with the Declaration of Condominium, Condominium By-Laws and its rules and regulations and any other requirements of the Board of Managers of the Condominium. The Board of Managers has the authority to manage the Condominium and the Unit Owners have the right to vote for Members of the Board of Managers. The first Board of Managers shall consist of three (3) Members designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Unit Owners. Until succeeded by the Members elected at the first annual meeting of Unit Owners, Members need not be Unit Owners; thereafter, all Members, other than designees or nominees of the Sponsor, shall be Unit Owners. The Members shall be elected or designated at the annual meeting of the Unit Owners. See Section XIX.

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

There are no restrictions on who may purchase a Residential Unit in the Condominium except that this offer is made only to persons over eighteen (18) years of age. Each Residential Unit Owner can sell their Residential Unit to whomever they desire. Residential Unit Owners may lease their Residential Units subject to the conditions contained in Section XVIII of the Offering Plan. The Board of Managers does not have the right to approve or disapprove Purchasers. There is no limit on the number of owners or investors that may purchase Residential Units for investment, rather than for personal occupancy. As such, there may always be a substantial percentage of owners who are non-residents of the Condominium.

Any Residential Unit Owner who wishes to enter into a lease for their Residential Unit shall be required to provide the Board of Managers with a copy of the proposed lease prior to its execution. Any lease entered into must contain a provision that the Lessee is subject to the Declaration, By-Laws and Rules and Regulations of the Condominium, the provisions of Article XI, Section 2 of the Condominium By-Laws and the Deed to the Residential Unit. Failure to comply with the above shall be deemed an automatic violation of the By Laws of the

Condominium. Rental of a Residential Unit in the Condominium is not currently subject to any local or state regulation and is not subject to a right of first refusal by the Board of Managers.

There is no limit on the number of Owners who may purchase for investment rather than for personal occupancy and there may always be a substantial percentage of Owners who are non-residents. Owner-occupants and non-resident Owners, including Sponsor, may have inherent conflicts on how the Condominium shall be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to an investment.

The Parking Space Units may only be used for the purpose of parking automobiles and other permitted vehicles. Parking of commercial automobiles and/or trucks shall be prohibited unless expressly permitted by the Board of Managers. Parking Space Unit Owners may only sell their Parking Space Unit to current or future Residential Unit Owners. Parking Space Unit Owner may lease their Parking Space Unit to current or future Residential Unit Owners or a tenant of a Residential Unit. Sponsor shall be responsible for paying the costs and expenses associated with the unsold Parking Space Unit.

A Non-Residential Unit Owner shall have the right, without the payment of any fees or charges to the Board, to sell or lease the Non-Residential Unit without the Board having any right of first refusal to sell or lease, or to procure a third party to sell or lease, the same, and all sale or rental proceeds shall belong solely to the applicable Non-Residential Unit Owner.

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's down payment in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of their inability to obtain a mortgage, the down payment plus the cost of any custom work ordered, will be retained by Sponsor as liquidated damages. The obligations of a Purchaser under the Purchase Agreement are not condition 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.

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

Primary responsibility for operating the Condominium rests with the Board of Managers who is elected by the Residential Unit Owners. See Schedule J, Article III in Part II of the Plan.

For information concerning Sponsor's initial control of the Board of Managers, see Section XVI of the Offering Plan.

Each Residential Unit Owner shall be entitled to cast one vote on each ballot for each Unit owned. The one nominee(s) on each of the ballots, as the case may be, receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. At the expiration of the initial term of office of each respective Member, the Member's successor shall be elected to serve a term of three (3) years. The Members shall hold office until their successors have been elected and hold their first meeting.

The Sponsor has the right to maintain a majority of the Board of Managers of the Condominium for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier. Thereafter, the Sponsor shall retain the right to designate a minority of the Board of Managers until such time as Sponsor no longer owns a Unit.

Each Unit will be taxed separately for real estate tax purposes and may be separately mortgaged. Therefore, no Unit Owner is liable for the payment of real estate taxes or mortgage payments on any other Unit. In the opinion of counsel, a Residential Unit Owner may presently be entitled to deductions for local and state income tax purposes for payments for real estate taxes applicable to their Unit, up to a maximum of $10,000 per year (inclusive of state and local taxes). In addition, provided the Unit will be the Purchaser's principal residence or one (1) other residence selected pursuant to Section 163(h)(5)(A)(i)(II) of the Internal Revenue Code of 1986 and the Tax Cuts and Jobs Act of 2017, a Residential Unit Owner may also deduct the interest on the mortgage they procure to finance the purchase of their Residential Unit, for income tax purposes, up to a maximum loan amount of $750,000. See Section XX of the Offering Plan.

Fire and liability insurance covering the General Common Elements are included with other items as part of Common Charges, but fire and liability insurance for the Purchaser's personal effects, the interior of the Unit and the Limited Common Elements for an individual Unit Owner's exclusive use must be carried by the individual Purchaser. Common Charges are levied in proportion to the interest in the "Common Elements" appurtenant to each Unit. For possible increases in Common Charges upon default in payment by a Unit Owner see Section XVIII of the Offering Plan. Each Unit Owner is responsible for the cost of their own interior repairs and decoration in their Unit after closing.

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

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

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

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

II. DEFINITIONS

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

1. "Board of Managers" - The governing body of the Condominium responsible for its affairs.

2. "Board Member" or "Member" - Each individual representative elected, designated or appointed to the Board of Managers. There are two (2) classifications of Board members, as follows:

   (a) Residential Board member – the Member elected/appointed by the Residential Unit Owners and/or Sponsor as the case may be.

   (b) Non-Residential Board member – the Member elected/appointed by the Non-Residential Unit Owners and/or Sponsor as the case may be.

3. "Building" - The seven (7) story building containing sixty-four (64) Residential Units, two (2) Commercial Units, thirty-two (32) Parking Space Units, Cellar, roof and Bulkhead.

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

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

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

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

8. “Common Charges” – Each Unit Owner’s proportionate share of Common Expenses of the Condominium.

   If applicable, Common Charges may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In accordance with Section 339-bb of the Real Property Law the Non-Residential Unit(s) may be allocated a greater amount of the insurance premium for the Condominium if the increased cost of the insurance is a result of the use or existence of the Non-Residential Unit.

9. “Common Elements” – All portions of the Condominium, other than the Units. The Common Elements are divided as follows:

   (a) “General Common Elements” are Common Elements which are shared by all Unit Owners.

   (b) “Limited Common Elements” are Common Elements which are for the exclusive use of an Individual Unit Owner.

   (c) “Residential Restricted Common Elements” are Common Elements which are for the exclusive use of all Residential Unit Owners.

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

11. “Common Interest” – The proportionate, undivided interest each Unit Owner has in the Common Elements. Common Interest is divided as follows:

   (a) “General Common Interest” – The proportionate, undivided interest each Unit Owner has in the General Common Elements.

   (b) “Residential Common Interest” – The proportionate, undivided interest each Residential Unit Owner has in the Residential Area of the Condominium.

   (c) “Non-Residential Common Interest” – The proportionate, undivided interest a Garage Unit Owner, Commercial Unit Owner and Community Facility Unit Owner has in the Non-Residential Area of the Condominium.

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

13. “Condominium” – 37-34 33rd Street Condominium, which is comprised of the Common Elements, Residential Units, Commercial Units, Parking Space Units and Unit Owners.

14. “Declaration of Condominium” - The instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time is amended, consistent with the provisions of the Condominium Act and of the By-Laws.

15. “Equal or Better” – Equal or better quality shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

16. “Escrow Account” - The attorney’s account where a Purchaser’s initial deposit will be held as provided for in Section X of the Offering Plan.

17. “Escrow Agent” - The attorney or law firm overseeing the Escrow Account as provided for in Section X of the Offering Plan.

18. “Lender” or “Construction Lender” -The lending Institution providing Construction financing for the project.

19. “Limited Common Elements” – A Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the Owners of such Unit or Units. Limited Common Elements may also be referred to as an Irrevocably Restricted Common Element.

20. “Non-Residential Area” or “Non-Residential Section” – The area of the Condominium consisting of the Commercial Units.

21. “Officers” – The Officers of the Condominium elected or designated by the Boards of Managers.

22. “Purchase Agreement” – The document to be executed by a Purchaser, which will obligate a Purchaser to acquire the Unit in the Condominium and which will obligate the Sponsor to sell the Purchaser the Unit in the Condominium.

23. “Purchaser” – The person(s) or entities who have entered into a Purchase Agreement to acquire a Unit in the Condominium.

24. “Residential Area” – The areas of the Buildings containing the Residential Units, Residential Restricted Common Elements and Limited Common Elements.

25. “Sponsor” - 33rd Street Ventures, LLC, a New York limited liability company with an address at 60 Cutter Mill Road, Ste. 405, Great Neck, New York 11021, and its successors and/or assigns.

26. “Sponsor Control Period” – The time period in which the Sponsor still owns a Residential Unit in the Condominium and is entitled to appoint a majority of the members of the Board. The Sponsor Control Period shall end (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and twenty (120) days after the closing of ninety-five (95%) percent of all Units in the Condominium, whichever is earlier. Thereafter, the Sponsor shall retain the right to designate or appoint one (1) Residential Member to the Board of Managers until such time as Sponsor no longer owns a Residential Unit. Additionally, while the Sponsor continues to own a Non-Residential Unit, Sponsor shall have the right to designate and/or appoint the Non-Residential Unit Member to the Board of Managers. In the event the Sponsor no longer owns a Unit in the Condominium, the Sponsor shall no longer be permitted to designate or appoint Members to the Board of Manager.

27. “Unit” - A Unit includes all the Units in the Condominium and is divided as follows:

    (a) “Residential Units” - The Units designated in the Declaration of Condominium for Residential use.

    (b) “Commercial Units” or “Non-Residential Units” – The Units designated in the Declaration of Condominium for Commercial use.

    (c) “Parking Space Units” – The Unit designated as the Parking Space Units in the Declaration of Condominium.

As used herein the terms “Residential Unit, Commercial Unit and Parking Space Unit” are equivalent to the term “Unit” in Article 9-B of the Real Property Law of the State of New York.

28. “Unit Owner” - A Unit Owner includes all the Unit Owners in the Condominium and is divided as follows:

    (a) “Residential Unit Owner” - The owner of a Residential Unit.

    (b) “Commercial Unit Owner” or “Non-Residential Unit Owner” – The owner of the Commercial Unit or Non-Residential Unit.

    (c) “Parking Space Unit Owner” – The Owner of a Parking Space Unit.

29. “Unsold Unit” - Any Unit in which title is retained by the Sponsor and any successors or assigns until such time as the same has been sold and title conveyed to a third party. It shall not include a Residential Unit which is used

for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns.

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Improvements - General Description/Topographical Features

Construction is underway and is anticpated to be completed by July 2024. The Condominium as fully developed will consist of sixty-four (64) Residential Units, two (2) Commercial Units and thirty-two (32) Parking Space Units,which shall be serviced by valet parking attendants. The Building will contain two (2) elevators. Installation and the cost of any upgraded appliance or appliance not provided is the sole responsibility of each Residential Unit Owner.

Unit Owners 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 Unit. Each Residential Owner shall install at Residential Owner's expense, the required Window Guards in all windows of the Unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent. Pursuant to NYC Department of Health, Owners can charge a one-time fee per window guard for units, but they cannot charge tenants for window guards that were previously installed. See the Description of Property Report, Schedule G, in Part II of the Offering Plan.

There are a variety of types of Residential Units. The types and number of rooms, layouts and variations of the Residential Units are set forth in the Description of Property Report in Part II of the Plan. The site consists of one (1) building over flat land.

The Building Plans are available for inspection at the Sponsor’s office.

The Residential Units, the Building containing them and all other improvements will comply with all applicable rules, regulations, laws, and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules and regulations and other governmental requirements pertaining thereto. Construction of the Condominium will comply with the Building Code of the City of New York. Before the closing of title to a Residential Unit, a temporary or final Certificate of Occupancy will be issued for such Residential Unit or the Building in which it is located. At the time of the first closing of title to a Residential Unit, the construction of all Residential Units in the Building will have been partially or substantially completed.

Recreation Area

There is one 40'-8" rear yard located at the first floor in the back yard, with a maximum of 10 people. The rear yard will be paved by Hanover pavers and used as outdoor recreation space that's accessible to the residential units only. Outdoor recreation space will be

landscaped, furnished and enclosed by 6' height walls and include a kitchen sink and two (2) barbeque grills.

There will be one (1) approximately 628 sf fitness room, located on the 1st floor; with a maximum of 13 people. The fitness space contains workout areas for the fitness machines. A restroom is located outside at the corridor outside the fitness space.

There will be one (1) approximately 615 sf. lounge located on the 1st floor with a pantry area and seating; with a maximum of 12 people.

There will be one (1) common roof terrace located at the second floor roof, over the 1st floor; with a maximum of 16 people. Private terraces are located at the 2nd floor with subdivisions.

Construction Data for Residential Units and Common Elements

The Residential Units and Common Elements will be constructed in the manner set forth in the Building Plans and specifications identified in the Offering Plan and as filed with Building Department of the City of New York and any amendments thereto, which Plans will not be changed so as to materially adversely affect the Residential Unit Owners. For a detailed description see Schedule G in Part II of the Plan.

Construction of the Building is not yet complete and closing of title to the first Residential Unit is expected to occur in July 2024, barring any strikes, material shortages, acts of God, sales activity or other unforeseen delays beyond the control of the Sponsor. Completion of the balance of the Residential Units and the Common Elements of the Condominium is expected within one (1) year thereafter barring any strikes, material shortages, acts of God, sales activity or other unforeseen delays beyond the control of the Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused if Sponsor's time to perform such obligation or undertaking is tolled pursuant to this provision, Purchaser's time to perform shall be equally tolled. Sponsor cannot limit any rights which the Purchaser may have pursuant to Art. 23A of the GBL, NYCRR, and the Offering Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order to which Purchasers may be entitled. **Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.**

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Common Elements, including any Limited Common Elements, or located in other Units and servicing the Unit Owner's Unit. Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacements thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements. Further, each Unit Owner will have an easement for the continuance of any encroachment by their Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter as a result of the settling of the Building or repair or alteration of the Unit by the Board of Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceeding, or by reason of an alteration made by the Board to the Common Elements so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units. The Board of Managers, its agents and employees shall have a right of access to the Units and the Common Elements (irrespective of the restricted nature of such Common Element) to inspect, maintain or repair the Common Elements or to make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Unit Owners' percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges. Each Unit Owner has the Percentage of Common Interest ("PCI") in the Condominium set forth on Schedule A. Such allocation has been made based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Said method of determining the Percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i (1) (iv) of the Real Property Law of the State of New York.

Parking Facilities

The Condominium will include thirty-two (32) attended Parking Space Units in an enclosed garage on the cellar level, per zoning compliance, for sale to Residential Unit Owners at the prices listed in Schedule A. The dimension of every parking space is marked with yellow lines and is approximately 18' in length and 8'-6" in width. All (32) thirty-two attended Parking Space Units are standard sized and required for residential apartments. There is no required parking for the Commercial Units. There will be one (1) ADA van Parking Space Unit, located at spot #25. The number and dimension of Parking Space Units are in compliance with the NYC Zoning and Building Code.

If a Residential Unit Purchaser elects to purchase a Parking Space Unit, the price of the Residential Unit will be increased by the price of said Parking Space Unit and the percentage of Common Interest allocated to such Residential Unit will be increased by the percentage of Common Interest for the Parking Space Unit listed in Schedule A and all Common Charges and individual expenses, including any real estate taxes associated with the Parking Space Unit, will become the responsibility of the applicable Residential Unit Owner.

Parking Space Units may only be used for parking of automobiles or other permitted vehicles. Parking Space Unit Owners may only sell their Parking Space Unit to current or future Residential Unit Owners. Parking Space Unit Owners may lease their Parking Space Unit to current or future Residential Unit Owners or a tenant of a Residential Unit.

A Purchaser may purchase more than one (1) Parking Space Unit. In the event a Purchaser purchases more than one (1) Parking Space Unit, there may not be enough Parking Space Units available for each Purchaser who desires to purchase one.

Purchasers should note, Parking Space Units 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 Parking Space Unit 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.

The Condominium is not located in a designated flood zone by any local, state, or federal agency. See Description of Property and Specification Report in Part II.

Status of Construction

It is anticipated the building will be substantially completed in July 2024.

IV. LOCATION AND AREA INFORMATION

Location and Acreage

The Condominium is located at 37-34 33rd Street, Queens, New York 11101, Flushing, Queens County, New York 11355. Access to the Condominium is on 33rd Street. The property is zoned M 1-2/R6A (Special Long Island City Mixed-Use District - Dutch Kills Subdistrict), which permits construction of the Condominium. Pursuant to the New York City zoning code, the lawful uses permitted are photographic & motion picture production studios & residential uses. Notwithstanding the foregoing, the Commercial Unit shall not be used for any illegal uses or for the following uses: pornography stores, drug treatment facilities or homeless shelters. The prior use of the property, when purchased by Sponsor, was an industrial building.

Area Information

Located between 33rd Avenue and 34th Avenue, the Condominium is serviced by the E, M, R, N and W trains. There is also the Long Island Rail Road with access to the east and west. Public transportation is readily accessible.

Plaza 48 is a small shopping hub on 48th Street. Northern Boulevard is under a mile away and holds a mix of restaurants and stores.

Primary fire protection is provided by the FDNY Ladder 116 in Long Island City. The nearest US Post Office is located at 2117 Broadway, Queens. The nearest police station is the 114th Precinct, 34-16 Astoria Blvd., Queens.

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

Utilities

The following utilities will service the Condominium:

Water: Water is obtained from a tap to the water main located in a public street maintained by New York City Water Board and will be metered for the entire Building. All water expenses will be a Common Charge of the Condominium.

Sewer: The Building will be connected to the sanitary sewer located on a public street and maintained by the New York City Sewer Department. The Condominium will be responsible to maintain and repair the sewer within the boundary of the Condominium. The sewer tax will be paid as part of the Common Charges of the Condominium.

Gas: There is no gas supply to the building.

Electric: Electric service will be brought in from the terminal point, owned and maintained by Con Edison. All Units will be separately metered for individual electric consumption and all costs associated therewith will be the sole responsibility of each Unit Owner. See Schedule B-1 for estimated individual electrical costs. All common electric will be included in the Common Expenses of the Condominium and charged to each Residential Unit Owner as part of their Common Charges.

Sanitation: Refuse removal will be provided by the City of New York. The individual Unit Owners will be responsible for placing their trash into the refuse disposal room located on each floor. Normal pickup is two times a week but is subject to change.

Telephone: Verizon will provide telephone service. Each Unit will be separately billed and the telephone service to each Residential Unit will be the sole responsibility of each Unit Owner.

Cable Television/Internet: Time Warner Cable and/or Verizon will provide cable television/internet services. Each Unit will be separately billed and the cable service to each Unit will be the sole responsibility of each Unit Owner.

Snow Removal/Road Maintenance: Snow removal and road maintenance for all public streets adjoining the Condominium is provided by The New York City Sanitation Department. All interior snow removal and maintenance of the parking areas and driveways will be provided by an independent contractor and will be part of the Common Charges of the Condominium.

Medical, Educational and Religious Facilities

Hospitals

The closets hospital is Mount Sinai Queens, a level-1 trauma center is located at 25-10 30th Ave., Queens, NY 11102.

Schools

District 30 schools are as follows: OWN 1 Elementary School (Charter Elementary - 36-12 35th Ave - .5 miles), P.S. 112 Dutch Kills (Elementary School - 25-05 37th Ave - .4 miles), P.S. 166Q Henry Gradstein (Elementary - 33-09 35th Ave - .3 miles), I.S. 204 Oliver W. Homes (Middle School - 36-41 28th Street - .2 miles) and Q580 The Baccalaureate School for Global Education (High School - 34-12 36th Ave - .3 miles).

Although the schools referred to above will probably be the schools that the children of the Condominium will attend, no representation can be made as to the actual schools, nor whether the children will have school bus service provided.

There are houses of worship of many faiths in the vicinity of the property.

Parks

The closest parks are as follows: Dutch Kills Playground (36th Ave & Crescent St - .3 mile), Ravenswood Playground (34th Ave & 21st St - .9 mile) and Lou Lodati Playground (41-15 Skillman Ave - .9 miles).

Public Transportation

Major subway services running through the area include the E, M, R, N and W trains within 2 miles. Bus lines serving the Condominium include the Q66, Q69, Q102, Q103. All located within minutes of the Building. The LIRR is accessible at Woodside Station 1.9 mile away. Connections to the bus lines are minutes walking distance.

37-34 33rd Street Condominium is readily accessible to La Guardia, under 5 miles away and John F. Kennedy International airport, located approximately 15 miles away. There

are many major highways that are easily accessible and located within 5 miles of the Condominium.

Zoning

The Condominium is zoned R7B which allows for construction of the Condominium.

The surrounding areas are basically developed as follows:

North: Residential
South: Mixed-Use (Commercial/Residential)
East: Mixed-Use (Commercial/Residential)
West: Residential

No representation is made as to the eventual use or zoning of any parcel surrounding the Condominium except as noted above.

Neither Sponsor nor any of its Principals have an option or right to acquire any of the adjoining areas within the immediate vicinity (i.e., one block radius); and no development projects by Sponsor have been approved by the NYC Department of Buildings (or authority having jurisdiction) that will be adjacent to or directly across the street from the property. Any change in this information that occurs while sales are continuing shall be disclosed in an amendment within 30 days after the information becomes known to the Sponsor.

V. SCHEDULE A

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT

37-34 33rd Street Condominium

For the Period of July 1, 2024 to June 30, 2025

Unit	(1) Price	(2) Number of Rooms, Bedrooms (BR), Bathrooms (BTH)	Approximate Floor Area in Square Feet			(3) Percentage of Common Interest	(4) Estimated Monthly Common Charges	(5) Estimate of Monthly Real Estate Taxes	(5) Estimate of Annual Real Estate Taxes	Total Monthly Combined Common Charges & Real Estate Taxes
			Unit	Balcony "B" Terrace "T"	Total					
PS01	N/A	Commercial	4,027	0	4,027	3.6050%	$1,784.03	$3,087.37	$37,048.40	$4,871.40
PS02	N/A	Commercial	3,793	0	3,793	3.3950%	$1,680.11	$2,907.97	$34,895.60	$4,588.08
2A	$1,107,250	2 BD / 2 BA	889	0	889	1.7203%	$851.34	$993.10	$11,917.16	$1,844.44
2B	$746,750	1 BD / 1 BA	569	0	569	1.1011%	$544.91	$635.61	$7,627.34	$1,180.52
2C	$1,081,500	2 BD / 2 BA	851	0	851	1.6468%	$814.96	$950.66	$11,407.96	$1,765.62
2D	$1,076,350	2 BD / 2 BA	845	0	845	1.6352%	$809.22	$941.73	$11,300.75	$1,750.95
2E	$880,650	1 BD / 1 BA	623	566 T	1,189	1.4804%	$732.62	$691.50	$8,297.94	$1,424.12
2F	$1,158,750	2 BD / 2 BA	810	711 T	1,521	1.9124%	$946.40	$904.85	$10,858.25	$1,851.25
2G	$839,450	1 BD / 1 BA	589	292 T	881	1.2811%	$633.99	$657.95	$7,895.34	$1,291.94
2H	$657,140	0 BD / 1 BA	466	65 T	531	0.9327%	$461.57	$508.26	$6,099.13	$969.83
2I	$662,681	1 BD / 1 BA	517	174 T	691	1.0856%	$537.24	$574.17	$6,890.04	$1,111.41
2J	$697,043	1 BD / 1 BA	548	260 T	808	1.1862%	$587.02	$625.59	$7,507.04	$1,212.61
2K	$1,158,750	2 BD / 2 BA	884	230 T	1,114	1.8229%	$902.11	$991.96	$11,903.46	$1,894.07
3A	$1,138,150	2 BD / 2 BA	889	29 B	918	1.7339%	$858.07	$993.10	$11,917.16	$1,851.17
3B	$772,500	1 BD / 1 BA	569	29 B	598	1.1146%	$551.59	$635.61	$7,627.34	$1,187.20
3C	$1,107,250	2 BD / 2 BA	851	29 B	880	1.6603%	$821.64	$950.66	$11,407.96	$1,772.30
3D	$1,091,800	2 BD / 2 BA	845	29 B	874	1.6487%	$815.90	$941.73	$11,300.75	$1,757.63
3E	$818,850	1 BD / 1 BA	623	55 B	678	1.2326%	$609.99	$691.50	$8,297.94	$1,301.49
3F	$1,081,500	2 BD / 2 BA	810	58 B	868	1.5965%	$790.07	$904.85	$10,858.25	$1,694.92
3G	$772,500	1 BD / 1 BA	583	58 B	641	1.1572%	$572.67	$651.25	$7,814.94	$1,223.92

V. SCHEDULE A

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT

37-34 33rd Street Condominium

For the Period of July 1, 2024 to June 30, 2025

Unit	(1) Price	(2) Number of Rooms, Bedrooms (BR), Bathrooms (BTH)	Approximate Floor Area in Square Feet			(3) Percentage of Common Interest	(4) Estimated Monthly Common Charges	(5) Estimate of Monthly Real Estate Taxes	(5) Estimate of Annual Real Estate Taxes	Total Monthly Combined Common Charges & Real Estate Taxes
			Unit	Balcony "B" Terrace "T"	Total					
3H	$777,650	1 BD / 1 BA	588	55 B	643	1.1650%	$576.53	$644.55	$7,734.54	$1,221.08
3I	$705,550	1 BD / 1 BA	521	56 B	577	1.0353%	$512.35	$574.17	$6,890.04	$1,086.52
3J	$726,150	1 BD / 1 BA	558	62 B	620	1.1108%	$549.71	$625.59	$7,507.04	$1,175.30
3K	$1,127,850	2 BD / 2 BA	890	69 B	959	1.7552%	$868.61	$991.96	$11,903.46	$1,860.57
4A	$1,148,450	2 BD / 2 BA	889	29 B	918	1.7339%	$858.07	$993.10	$11,917.16	$1,851.17
4B	$782,800	1 BD / 1 BA	569	29 B	598	1.1146%	$551.59	$635.61	$7,627.34	$1,187.20
4C	$1,122,700	2 BD / 2 BA	851	29 B	880	1.6603%	$821.64	$950.66	$11,407.96	$1,772.30
4D	$1,107,250	2 BD / 2 BA	845	29 B	874	1.6487%	$815.90	$941.73	$11,300.75	$1,757.63
4E	$824,000	1 BD / 1 BA	623	55 B	678	1.2326%	$609.99	$691.50	$8,297.94	$1,301.49
4F	$1,091,800	2 BD / 2 BA	810	58 B	868	1.5965%	$790.07	$904.85	$10,858.25	$1,694.92
4G	$782,800	1 BD / 1 BA	583	58 B	641	1.1572%	$572.67	$651.25	$7,814.94	$1,223.92
4H	$787,950	1 BD / 1 BA	588	55 B	643	1.1650%	$576.53	$644.55	$7,734.54	$1,221.08
4I	$715,850	1 BD / 1 BA	521	56 B	577	1.0353%	$512.35	$574.17	$6,890.04	$1,086.52
4J	$736,450	1 BD / 1 BA	558	62 B	620	1.1108%	$549.71	$625.59	$7,507.04	$1,175.30
4K	$1,138,150	2 BD / 2 BA	890	69 B	959	1.7552%	$868.61	$991.96	$11,903.46	$1,860.57
5A	$1,158,750	2 BD / 2 BA	889	29 B	918	1.7339%	$858.07	$993.10	$11,917.16	$1,851.17
5B	$793,100	1 BD / 1 BA	569	29 B	598	1.1146%	$551.59	$635.61	$7,627.34	$1,187.20
5C	$1,133,000	2 BD / 2 BA	851	29 B	880	1.6603%	$821.64	$950.66	$11,407.96	$1,772.30
5D	$1,117,550	2 BD / 2 BA	845	29 B	874	1.6487%	$815.90	$941.73	$11,300.75	$1,757.63
5E	$834,300	1 BD / 1 BA	623	55 B	678	1.2326%	$609.99	$691.50	$8,297.94	$1,301.49
5F	$1,102,100	2 BD / 2 BA	810	58 B	868	1.5965%	$790.07	$904.85	$10,858.25	$1,694.92
5G	$793,100	1 BD / 1 BA	583	58 B	641	1.1572%	$572.67	$651.25	$7,814.94	$1,223.92

V. SCHEDULE A

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT

37-34 33rd Street Condominium

For the Period of July 1, 2024 to June 30, 2025

Unit	(1) Price	(2) Number of Rooms, Bedrooms (BR), Bathrooms (BTH)	Approximate Floor Area in Square Feet			(3) Percentage of Common Interest	(4) Estimated Monthly Common Charges	(5) Estimate of Monthly Real Estate Taxes	(5) Estimate of Annual Real Estate Taxes	Total Monthly Combined Common Charges & Real Estate Taxes
			Unit	Balcony "B" Terrace "T"	Total					
5H	$798,250	1 BD / 1 BA	588	55 B	643	1.1650%	$576.53	$644.55	$7,734.54	$1,221.08
5I	$726,150	1 BD / 1 BA	521	56 B	577	1.0353%	$512.35	$574.17	$6,890.04	$1,086.52
5J	$746,750	1 BD / 1 BA	558	62 B	620	1.1108%	$549.71	$625.59	$7,507.04	$1,175.30
5K	$1,148,450	2 BD / 2 BA	890	69 B	959	1.7552%	$868.61	$991.96	$11,903.46	$1,860.57
6A	$1,169,050	2 BD / 2 BA	889	29 B	918	1.7339%	$858.07	$993.10	$11,917.16	$1,851.17
6B	$803,400	1 BD / 1 BA	569	29 B	598	1.1146%	$551.59	$635.61	$7,627.34	$1,187.20
6C	$1,143,300	2 BD / 2 BA	851	29 B	880	1.6603%	$821.64	$950.66	$11,407.96	$1,772.30
6D	$1,127,850	2 BD / 2 BA	845	29 B	874	1.6487%	$815.90	$941.73	$11,300.75	$1,757.63
6E	$844,600	1 BD / 1 BA	623	55 B	678	1.2326%	$609.99	$691.50	$8,297.94	$1,301.49
6F	$1,112,400	2 BD / 2 BA	810	58 B	868	1.5965%	$790.07	$904.85	$10,858.25	$1,694.92
6G	$803,400	1 BD / 1 BA	583	58 B	641	1.1572%	$572.67	$651.25	$7,814.94	$1,223.92
6H	$808,550	1 BD / 1 BA	588	55 B	643	1.1650%	$576.53	$644.55	$7,734.54	$1,221.08
6I	$736,450	1 BD / 1 BA	521	56 B	577	1.0353%	$512.35	$574.17	$6,890.04	$1,086.52
6J	$757,050	1 BD / 1 BA	558	62 B	620	1.1108%	$549.71	$625.59	$7,507.04	$1,175.30
6K	$1,158,750	2 BD / 2 BA	890	69 B	959	1.7552%	$868.61	$991.96	$11,903.46	$1,860.57
7A	$1,333,850	2 BD / 2 BA	905	780 T	1,685	2.1290%	$1,053.59	$999.80	$11,997.56	$2,053.39
7B	$942,450	1 BD / 1 BA	630	731 T	1,361	1.5733%	$778.59	$695.96	$8,351.54	$1,474.55
7C	$875,500	1 BD / 1 BA	623	55 B	678	1.2326%	$609.99	$690.35	$8,284.24	$1,300.34
7D	$1,133,000	2 BD / 2 BA	810	58 B	868	1.5965%	$790.07	$895.92	$10,751.05	$1,685.99
7E	$834,300	1 BD / 1 BA	583	58 B	641	1.1572%	$572.67	$644.55	$7,734.54	$1,217.22
7F	$839,450	1 BD / 1 BA	588	55 B	643	1.1650%	$576.53	$637.85	$7,654.14	$1,214.38
7G	$762,200	1 BD / 1 BA	521	56 B	577	1.0353%	$512.35	$566.38	$6,796.53	$1,078.73

V. SCHEDULE A

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT

37-34 33rd Street Condominium

For the Period of July 1, 2024 to June 30, 2025

Unit	(1) Price	(2) Number of Rooms, Bedrooms (BR), Bathrooms (BTH)	Approximate Floor Area in Square Feet			(3) Percentage of Common Interest	(4) Estimated Monthly Common Charges	(5) Estimate of Monthly Real Estate Taxes	(5) Estimate of Annual Real Estate Taxes	Total Monthly Combined Common Charges & Real Estate Taxes
			Unit	Balcony "B" Terrace "T"	Total					
7H	$777,650	1 BD / 1 BA	558	62 B	620	1.1108%	$549.71	$618.89	$7,426.64	$1,168.60
7I	$1,220,550	2 BD / 2 BA	890	69 B	959	1.7552%	$868.61	$985.16	$11,821.87	$1,853.77
PK1	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK2	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK3	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK4	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK5	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK6	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK7	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK8	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK9	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK10	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK11	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK12	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK13	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK14	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK15	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK16	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK17	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK18	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK19	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK20	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61

V. SCHEDULE A

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT

37-34 33rd Street Condominium

For the Period of July 1, 2024 to June 30, 2025

Unit	(1) Price	(2) Number of Rooms, Bedrooms (BR), Bathrooms (BTH)	Approximate Floor Area in Square Feet			(3) Percentage of Common Interest	(4) Estimated Monthly Common Charges	(5) Estimate of Monthly Real Estate Taxes	(5) Estimate of Annual Real Estate Taxes	Total Monthly Combined Common Charges & Real Estate Taxes
			Unit	Balcony "B" Terrace "T"	Total					
PK21	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK22	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK23	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK24	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK25	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK26	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK27	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK28	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK29	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK30	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK31	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
PK32	$80,000	Parking	153	0	153	0.1125%	$55.67	$85.94	$1,031.22	$141.61
Total	**$62,519,514**	**N/A**	**57,323**	**6,338**	**63,661**	**100.00%**	**$49,487.59**	**$58,375.54**	**$700,503.24**	**$107,863.13**

* Two (2) Months Common Charges will be collected from each Purchaser at Closing as Working Capital Contribution.
**The projected real estate taxes for the first year of operation contained herein are based on post-completion assessment of the building.

FOOTNOTES TO SCHEDULE A

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

2. Purchasers should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of different types of rooms in each model. The approximate dimensions of each Residential Unit consists of the area measured horizontally from the exterior side of the exterior walls or property line of any party wall to the centerline of the partitions separating one unit from another unit, or separating one unit from any common element or to the unit side of the opposite exterior walls. Each unit shall consist of the area measured vertically from the finished floor of the units to the underside of the highest ceiling of the units. Any Common Element located within a Unit will not be considered a part of such Unit. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual floor area comprising the Unit are actually less than the area indicated in Schedule A..

3. The Common Interest of each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Said method of determining the percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i (1) (iv) of the Real Property Law of the State of New York. This percentage determines the amount that the Residential, Commercial and Parking Space Unit Owners will pay for their Common Charges.

4. Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Units and Common Elements and maintenance and operation of the General Common Elements. Common Charges exclude repair and decoration to the inside of a Residential Unit, utilities for each Residential Unit and insurance for personal belongings. In the event a Purchaser obtains a mortgage, a Purchaser's monthly carrying charges will increase. See Schedule B-1 for estimated heating and electrical costs for the Residential Units.

5. Pursuant to an opinion letter dated February 26, 2023, from Highpoint Incentive Inc., 715 Virginia Street, Far Rockaway, NY 11691 ("Highpoint"), assuming the tax rate for the 2023/2024 tax year remains the same as the 2024/2025 tax year @ 12.267 per $100 of assessed value, Tax Class 2, the estimated assessed value for the 2024/2025 tax year is $4,854,915.03. The estimated taxes based on post-completion assessment for the Residental Units for the first year of Condominium operation will be $595,560.19.

Assuming the tax rate for the 2024/2025 tax year remains the same as the 2023/2024 tax year@ 10.646% per $100 of assessed value, Tax Class 4, the estimate assessed value for the 2024/2025 tax year is $675,784.33. The estimated taxes based on post-completion assessment for the Commercial Units for the first year of Condominium operation will be $71,944.

Assuming the tax rate for the 2024/2025 tax year remains the same as the 2023/2024@ 10.646% per $100 of assessed value, Tax Class 4. The estimated assessed value for the 2025/2025 tax year is $309,966.56. The estimated taxes based on post-completion assessment for the Parking Space Units for the first year of Condominium operation will be $32,999.04.

Schedule A of the Offering Plan reflects the estimated real estate taxes for each Residential Unit, Parking Space Unit and Commercial Units.

See Section XXI for a full discussion of the real estate taxes applicable to the Units.

6. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains a mortgage, a Purchaser's monthly carrying charges will increase. Any Purchaser who applies for a mortgage from a lending institution should check with that institution as to the monthly mortgage costs as well as any closing costs that the Purchaser will be obligated to pay the lending institution. Additionally, projected carrying charges do not include certain costs for which the unit owner is responsible such as (where applicable) repairs to the interior of the unit, separately metered gas, electricity, hot water, heat, air conditioning and cable television service. Purchasers should refer to Schedule B-1 herein for estimated individual utility charges.

7. Sponsor is transferring its statutory obligation to pay New York State Transfer Tax ("NYSTT") of 0.4% of the Purchase Price where the consideration is less than $3,000,000 and 0.65% of the Purchase Price where the consideration is $3,000,000 or greater; New York City Real Property Transfer Taxes ("NYCRPTT") of one (1%) percent of the Purchase Price where the consideration is less than $500,000 and 1.425% where the consideration is $500,000 or greater. For purposes of calculating the NYCRPTT, as the Purchaser shall be responsible for paying the NYCRPTT, the tax due New York City will be based on the Purchase Price plus the amount of both the NYCRPTT and NYSTT due, which equates to a "grossed up" Purchase Price for calculation of the NYCRPTT. For purposes of calculating the NYSTT, as the Purchaser shall be responsible for paying the NYSTT, the tax due New York State will be based on the Purchase Price plus the amount of the NYCRPTT only. In addition, the Purchaser will be responsible for New York State Mansion Tax pursuant to Section 1402-a of the Tax Law of one (1%) percent of the Purchase Price for any Residential Unit which has a combined sales price of $1,000,000 or more.

The Tax Law Amendment eliminates the requirement to "gross-up" the consideration payable by a Purchaser for a Unit pursuant to a Purchase Agreement that requires the Purchaser to pay the New York State Real Estate Transfer Tax at the closing of title to the Unit. Pursuant to the Tax Law Amendment, a Purchaser will no longer pay the portion of the New York State Real Estate Transfer Tax based on grossed-up consideration.

The Mansion Tax is required to be paid by the Purchaser, however the Tax Law was amended to provide that when the Purchaser fails to pay the tax, the Sponsor is required to pay. When the Sponsor is required to pay the additional tax because the Purchaser failed to pay, the additional tax becomes the joint and several liability of the Sponsor and the Purchaser.

The Tax Law was amended to provide for an addition to the base tax (additional base tax) in the amount of $1.25 for each $500, or fractional part, of the consideration for certain conveyances of real property located in New York City. The tax applies to:

- The conveyance of residential real property where the consideration for the entire conveyance is $3 million or more.
- The conveyance of real property other than residential real property where the consideration for the entire conveyance is $2 million or more.

The Sponsor is required to pay the additional base tax, but here Sponsor is transferring its statutory obligation to the Purchaser. If the Sponsor fails to pay the tax or is exempt from the tax, the Purchaser is required to pay the tax. When the Purchaser is required to pay the tax because the Sponsor has failed to pay, the additional base tax becomes the joint and several liability of the Sponsor and the Purchaser. For purposes of the additional base tax, all mixed-use real property is considered residential real property. Therefore, if the consideration for the conveyance of mixed-use real property is $3 million or more, the entire consideration is subject to the additional base tax.

Residential real property includes any premises that is or may be used in whole or in part as a personal residence, and includes a one-, two- or three-family house, an individual condominium unit or a cooperative apartment unit. Mixed-use real property is real property that is used for both residential and other than residential (for example, Commercial) purposes.

The Tax Law was also amended to add a supplemental tax on the conveyance of residential real property located in New York City where the consideration for the conveyance is $2 million or more. The supplemental tax differs depending on the amount of the consideration for the entire conveyance. For example: entire conveyance amount of at least $ 2 million but less than $ 3 million = Supplemental tax rate of one-quarter of one percent (.25%), and entire conveyance amount of at least $ 3 million but less than $ 5 million = Supplemental tax rate of one-half of one percent (.5%). The Purchaser is required to pay the supplemental tax. If the Purchaser fails to pay the tax or is exempt, the Sponsor is required to pay the tax. When the Sponsor is required to

pay the tax because the Purchaser has failed to pay, the supplemental tax becomes the joint and several liability of the Sponsor and the Purchaser. The supplemental tax is due on the conveyance of mixed-use real property when the consideration for the entire property is $2 million or more. Tax is computed only on the consideration attributed to the residential portion of the property.

In addition, Purchasers will be required to pay the following additional closing costs: (a) an initial non-reimbursable capital contribution in an amount equal to two (2) months Common Charges to the Condominium; and (b) $2,500 to Sponsor's attorney for preparing the Unit Deed, the Unit Owner's Power of Attorney and for coordinating and attending the closing. In addition, in the event the Sponsor's Attorney is required to prepare the New York City "ACRIS" transfer documents Purchaser shall be required to pay Sponsor's attorney an additional fee of $250. In the event the title company prepares the ACRIS, Purchaser shall pay the applicable fee of the title company. In the event a closing is adjourned with Sponsor's consent, at the request of Purchaser or Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $500. In addition, if a closing takes place, at the request of Purchaser, at any location other than the office of Sponsor's attorney, Purchaser shall pay to Sponsor's attorney a travel fee in the sum of $250. See Section XVII.

VI. SCHEDULE B

37-34 33rd Street Condominium
PROJECTED BUDGET FOR FIRST YEAR OF OPERATION

July 1, 2024 to June 30, 2025*

Projected Income						
A	Common Charges – Residential Units ……..	$530,904.23				
B	Common Charges – Parking Units...……..….	$21,378.69				
C	Common Charges – Commercial Units……	$41,569.68				
	TOTAL PROJECTED INCOME	**$593,852.60**				
Projected Expenses			89.4%	3.6%	7%	
		Total	Residential	Parking	Commercial	
	Common Charges	Expense	Units' Share	Units' Share	Units' Share	
1	Payroll & Related	$284,729 .00	254,547.73	10,250.24	19,931.03	
3	Electricity	29,415.00	26,297.01	1,058.94	2,059.05	
4	Water/Sewer	38,422.00	34,349.27	1,383.19	2,689.54	
5	Repairs & Maintenance	15,500.00	13,857.00	558.00	1,085.00	
6	Services & Supplies	57,300.00	51,226.20	2,062.80	4,011.00	
7	Insurance	42,000.00	37,548.00	1,512.00	2,940.00	
8	Condominium Management	40,000.00	35,760.00	1,440.00	2,800.00	
9	Professional Fees	12,500.00	11,175.00	450.00	875.00	
10	Administrative	5,000.00	4,470.00	180.00	350.00	
13	Contingency	15,000.00	13,410.00	540.00	1,050.00	
14	Reserve Fund	53,986.60	48,264.02	1,943.52	3,779.06	
15	**TOTAL PROJECTED EXPENSES**	**$593,852.60**	**$530,904.23**	**$21,378.69**	**$41,569.68**	

*In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Plan to include a revised budget. See explanatory footnotes. If the amended projections exceed the original projections by twenty-five (25%) percent or more, the Sponsor will offer all purchasers the right to rescind their purchase agreement and have their deposits returned, with interest, if any, provided such election to rescind is received by Sponsor within fifteen (15) days of the date of presentation of the amendment disclosing the revised budget. Sponsor may not declare the Plan effective where there are material changes to the budget if these changes have not been disclosed in a duly filed amendment to the Plan. The accompanying notes are an integral part of this Schedule B and should be read in conjunction herewith.

FOOTNOTES TO SCHEDULE B

TOTAL PROJECTED INCOME – (Budget - $593,852.60)

The estimated Common Charges to be collected from Unit Owners during the First Year of Condominium Operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing July 1, 2024. The actual first year of operation may be earlier or later.

In the event the projected First Year of Condominium Operation is to be delayed more than six (6) months from the projected commencement of the First Year of Condominium Operation, the Plan will be amended to include a revised budget. ("Revised Budget Amendment").

If the aggregate of the revised budget projections exceeds the aggregate of the original budget projections by 25% or more, Sponsor will offer all purchasers the right, for a period of fifteen (15) days from the presentation date of the revised budget amendment, to rescind their Purchase Agreements and have their deposits, together with any interest earned thereon refunded.

Projected Income

It is anticipated that minimal income will be payable to the Condominium from other contracts or leases and that no significant investment income will be earned by the Condominium during the projected First Year of Condominium Operation. Though Purchasers of Residential Units will be obligated to make a contribution to the Working Capital Fund at the time of their Unit Closing, such funds are anticipated to be used as working capital and to be expended to cover operating expenses until sufficient cash flow is generated by Common Charges, and thus are not anticipated to be invested. Accordingly, working capital is not expected to generate any significant investment income. The Common Charges payable by Unit Owners thus are anticipated to be the predominant source of income for the operation of the Condominium.

(A) Common Charges Allocable to Residential Units – (Budget – $530,904.23)

These Common Charges represent the Residential Units' share of General Common Expenses.

(B) Common Charges Allocable to the Parking Space Units – (Budget – $21,378.69)

These Common Charges represent the Parking Space Unit's share of General Common Expenses.

(C) Common Charges Allocable to the Commercial Units – (Budget – $41,569.68)

These Common Charges represent the Parking Space Unit's share of General Common Expenses.

Projected Expenses

Purchasers are advised that all budget projections are estimates and approximations. The projections were made by AKAM Associates, Inc., Sponsor's budget projection consultant ("Consultant"). Although the projections are believed to be reasonable, they are not assured or guaranteed. The expenses for the projected First Year of Condominium Operation were allocated among the Residential Units and Parking Units based on the General Common Interest apportioned to each. The Common Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing July 1, 2024.

(1) PAYROLL AND RELATED – (Budget – $284,729)

The budgeted amount includes base wages, worker's compensation and disability insurance, health benefits, payroll taxes and the cost of sick days, holidays and vacation pay for a projected building staff of 1 Resident Manager, 2.1 Concierge, and 1 Porter. The Resident Manager will be a live-out Resident Manager. The projected level of staffing for the Building complies with all applicable housing and labor laws. It is anticipated that such employees will be non-union members and wages will meet state prevailing wage laws.

It is expected that the full complement of Condominium staff will phase in over the course of the First Year of Condominium Operation, and that at time of the First Closing, there will be a Resident Manager. In addition, there will be, at a minimum, a concierge covering the front door, no later than the date of the First Closing. Though it is possible not every staff member listed above will be engaged and working a full schedule effective as of the date of the First Closing, the labor projections for the First Year's Budget assume a complete staff working a full year, in order to provide a realistic annual labor expense for the Condominium and thereby to avoid the need for the Condominium to dramatically increase its labor projections for subsequent years when the full staff is actually in place for the full year.

The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert, AKAM Associates, Inc., in managing comparable buildings. Such level of staffing complies with all applicable housing and labor laws. The Condominium shall comply with New York City Administrative Code §27-2052, et seq. by providing a Full-Time Resident Manager, on call twenty-four (24) hours per day, to provide janitorial services to the Building. The expense in this category shall be Shared Common Expenses.

Position	Weekly Base Wage Rate
Resident Manager (1)	$1,250.00 (based on $65,000 annual salary)
Concierge (2.1)	$820.00 (based on $42,640 annual salary)
Porter (1)	$820.00 (based on $42,640 annual salary)

4.1 employees for the Condominium.

Wages and Related

Resident Manager (1)	$1,250.00 x 52 =	$65,000.00	x1 =	$ 70,720.00
Concierge (2.1)	$ 820.00 x 52 =	$42,640.00	x2.1=	$ 89,544.00
Porter (1)	$ 820.00 x 52 =	$42,640.00	x1 =	$ 42,640.00
		Wages =		$ 197,184.00

Multiply by 1.15 to allow for sick days, holidays and vacation pay

Total Wages = $ 226,761.60

Taxes and Benefits

FICA Employer	7.65%	$ 17,347.26
Workers Compensation	4%	$ 9,070.46
FUI, FUTA, Disability	$866/year per employee	$ 3,549.68
Health Benefit Contribution	$7,000 per Annum FT employee	$ 28,000.00
	Total Taxes and Benefits =	$ 57,967.40
	Grand Total for Payroll =	$ 284,729.00

(2) ELECTRICITY – (Budget – $29,415)

Delivery of electricity will be provided by Con Edison. Residential Units will be sub-metered and the cost of electrical consumption in each Residential Unit shall be borne by the respective Unit Owner. Based upon a letter from EJC Engineering, PLLC, dated March 15, 2023 having an office address at 136-18 39th Avenue, Suite 703, Flushing, NY 11354, the electric expenses are estimated as follows:

Electric

Lighting:	$ 1,081.08
Heating and Cooling:	$ 5,365.34
Building Systems:	$ 22,968.72
Estimated cost per KwH:	$ 0.24
Estimated annual cost:	$ 29,415.14

Total cost for Electricity: $ 27,944.39
Total cost for Electricity: $ 29,415.14 with 5% inflation

It is not possible to predict how closely the budgeted figure will reflect the actual cost of electricity during the first year of Condominium operation, because such cost will vary with the level of consumption and the price of electricity. Consumption will be affected by among other things the severity of the weather and by any conservation measures adopted by the Condominium Board or Unit Owners.

It is believed that the projected figure should be sufficient to cover the cost of electricity during the first year of Condominium operation, although no budget item is guaranteed. A 5% inflation factor has been added to the current cost per KwH.

(3) WATER & SEWER – (Budget – $38,422)

Water and sewer service will be provided by the City of New York. The charges for water and sewer services provided to the Common Areas, Residential, and Parking Units will be levied on the basis of Master City Meter and borne by All Unit Owners.

Based upon a letter from EJC Engineering, PLLC, dated March 15, 2023 having an office address at 136-18 39th Avenue, Suite 703, Flushing, NY 11354, the water consumption and expenses are estimated as follows:

Water & Sewer

Estimated annual water & sewer use:	345,214 cubic feet/year
Estimated cost per 100 cubic feet:	$11.13
Estimated annual cost:	$38,422
Total cost for Water and Sewer:	**$ 36,500.90**
Total cost for Water and Sewer:	**$ 38,422 with 5% inflation**

It is not possible to predict how closely the budgeted figure will reflect the actual cost of water and sewer during the First Year of Condominium Operation, because such cost will vary with the level of consumption and the price of water. Consumption will be affected by among other things the severity of the weather and by any conservation measures adopted by the Condominium Board or Unit Owners.

It is believed that the projected figure should be sufficient to cover the cost of water and sewer during the First Year of Condominium Operation, although no budget item is guaranteed.

(4) REPAIRS & MAINTENANCE – (Budget – $15,500)

Since the Building will be newly constructed it has no operating history upon which to project future costs of repairs and maintenance. No major capital repairs are included in the First Year's Budget since all major construction and mechanical systems will be new. Future major capital repairs to the Common Elements will be borne by all Unit Owners.

The estimated repairs and maintenance during the first year of Condominium operations are estimated as follows:

Repairs and Maintenance	Annual Cost
Boiler & Water Heaters	$ 1,500
Compactor	1,000

Door and Locks		1,500
Electrical		2,000
Exterior		2,000
Floors and Tiles		1,500
Painting and Plaster		2,000
Plumbing and Pumps		2,000
Miscellaneous Repairs)	(Shared	2,000
TOTAL		$ 15,500

The budgeted figure for these items include the cost of normal maintenance and repairs to the Common Elements of the Building that are the responsibility of the Condominium. Each Unit Owner will be responsible for the cost of the interior maintenance, repairs, decoration and painting of their respective Unit, including the appliances and any appurtenant Limited Common Elements.

Repairs and Maintenance for electrical, exterior, plumbing and pumps, and miscellaneous have been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Repairs and Maintenance for boiler and water heaters, compactor, door and locks, floor and tiles, and painting and plaster, have been allocated to all Units based upon each Unit's respective Percentage of Common Interest.

No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the Building. The budgeted amount is based on the Consultant's experience in operating other buildings of comparable size and quality.

(5) SERVICES & SUPPLIES – (Budget – $57,300)

The budgeted amount includes the cost of cleaning equipment and miscellaneous supplies for the Common Elements, as well as the anticipated cost of service contracts during the First Year of Condominium Operation. All of the mechanical systems within the building will be new, and some will be under a full-service maintenance contract for the First Year of Condominium Operation from the contractor who will install the system.

No maintenance or service contracts have been entered into as of the date of the Plan.

The budgeted amounts are based upon the experience of the Sponsor's budget Consultant in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost that may occur prior to and during the First Year of Condominium Operations, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

It is projected that the Condominium will enter into maintenance agreements for the following services:

Services and Supplies	Annual Cost
Communication & Security	$ 3,500
Elevator Maintenance	10,800
Exterminating	3,500
Fire Protection / Central Station	7,500
Heating & Cooling Systems	3,500
Intercom / Front Desk Software	3,000
Landscaping & Lobby Flowers	1,500
Metal, Marble, and Wood Maint.	2,500
Sprinkler System	5,000
Supplies	12,000
Uniform Cleaning & Maint.	2,000
Water Tank	1,000
Water Treatment	1,500
TOTAL	$ 57,300

Communication & Security System is estimated at $3,500 per year. The expense for the communication and security system is for the entire Condominium and has been allocated to all Condominium Units based upon each unit's respective Percentage of Common Interest.

Elevator Maintenance is estimated at $10,800 per year. The expense for the elevator maintenance has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Exterminator - The Condominium will contract with an outside vendor for pest control for All Common Elements as well as pest control for the Residential Units and Parking Garage. It is estimated that the first year cost of this service will be $3,500. The expense for exterminator services has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Fire Protection and Central Station Monitoring is estimated at $7,500 per year. The expense for the fire protection and central station monitoring is for the entire Condominium and has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Heating and Cooling Systems is estimated at $3,500 per year. The expense for the heating and cooling system has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Intercom and Front Desk Software is estimated at $3,000 per year. The expense for the intercom and front desk software has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Landscaping and Lobby Flowers consists of maintaining the ground floor exterior and lobby areas. Regular watering will be the responsibility of the Condominium staff; however, an outside contractor will perform seasonal plantings. The estimated cost in the First Year of Condominium Operation is estimated at $1,500. The expense for landscaping and lobby flowers has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Metal, Marble and Wood Maintenance for Lobby is estimated at $2,500. The expense for metal, marble, and wood maintenance has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Sprinkler System is estimated at $5,000 per year. The expense for the sprinkler system is for the entire Condominium and has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Supplies - The Condominium staff will be responsible for the cleaning and maintenance of the Common Elements. The estimated budgeted cost for cleaning supplies, plastic bags and other building supplies is estimated at $12,000 during the First Year of Condominium Operation. The expense for supplies has been allocated to all Units based upon each Unit's respective Percentage of Common Interest.

Uniform Cleaning and Maintenance for the Condominium staff is estimated at $2,000 per year. The expense for uniform cleaning and maintenance has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Water Tank maintenance is estimated at $1,000 per year. The expense for the water tank maintenance is for the entire Condominium and has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Water Treatment is estimated at $1,500 per year. The expense for the water treatment is for the entire Condominium and has been allocated to all Condominium Units based upon each Unit's respective Percentage of Common Interest.

(6) INSURANCE – (Budget – $42,000)

The projected annual aggregate premium is $42,000. This quotation is an indication of insurance premiums at current market rates. Because conditions may change in the insurance marketplace, based upon industry losses, catastrophes, economics, etc., it is not possible to predict what premiums will be for the First Year of Condominium operation. Purchasers should be aware of the possibility of rate increases.

Based upon the Insurance Schedule dated December 30, 2022 from Oakmont Insurance Services LLC, having an office address at 30-50 Whitestone Expressway, Ste. 302,

Flushing, NY 11354, the following insurance coverage will be obtained for the Building for the First Year of Condominium Operation:

Coverage and limits

PROPERTY INSURANCE including terrorism	
Building Limit	$33,000,000
Business Income & Extra Expense	$500,000
Flood	$250,000 – IF REQUIRED (Subject to Flood Determination)
DEDUCTIBLES	
All Other Perils	$25,000
Flood	$25,000
GENERAL LIABILITY INSURANCE	
Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Personal and Advertising Injury Limit	$1,000,000
Damage to Rented Premises Limit	$50,000
Medical Expense Limit	$5,000
Hired/Non-Owned Automobile Liability Limit	$1,000,000
UMBRELLA LIABILITY INSURANCE	
Limit of Liability excess of primary	$5,000,000
Self-Insured Retention	$10,000
DIRECTOR & OFFICER LIABILITY INSURANCE	
Claims Made Basis	$1,000,000
Deductible	$5,000
CRIME INSURANCE	
Employee Dishonesty/Theft	$500,000
Deductible	$10,000

The annual premium for the above-mentioned insurance is estimated to be $42,000.

In addition to the coverage listed, all unit owners are listed as an additional insured party, waiver of Subrogation Clause is included, replacement Cost coverage endorsement is included, notice to owners and board of managers in event of cancellation, waiver of invalidity due to acts of insured & unit owners obtain additional coverage if included, waiver of Pro-rata reduction if unit owners obtain additional coverage is included, fire insurance coverage in the unit owners amount of $33,000,000.00 budgeted in the plan is adequate so that insured shall not be a co-insurer if the policy contains a co-insurance provision, Workers Compensation and New York Disability is not included in the above. Additionally, the following items are not included in the budget and may be available at extra cost: rent insurance; water damage;

elevator collision; boiler and machinery; auto liability; fidelity bond; and garage keeper's liability.

In the opinion of Oakmont Insurance Services, LLC, the foregoing coverage is sufficient to replace the Buildings in the event of a total or partial loss so that the insured shall not be a co-insurer during the First Year of Operations.

Sponsor will procure on behalf of the Board, on or before the date of the First Closing, the fire, casualty, and general liability insurance required to be carried by the Condominium. The insurance budget provides that the Condominium will have public liability insurance at closing. The insurance coverage meets the requirements of Sponsor's lender. The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an additional insured party; that there will be no cancellation without notice to the Board of Managers; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

In addition to the insurance set forth herein, Unit Owners must obtain supplemental or additional insure their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

This expense is allocated based on General Common Interest. Accordingly, the Residential and Parking Units will be responsible for premium increases based upon their percentage of Common Interest.

(7) CONDOMINIUM MANAGEMENT – (Budget – $40,000)

At or prior to the First Closing, the Condominium will enter into a management agreement with AKAM Associates, Inc., having an office address at 260 Madison Avenue, New York, NY 10016, a real estate management firm. The agreement will be for an initial term of two (2) years. Thereafter, the agreement will be automatically renewed from month-to-month, but may be cancelled by either party without cause, upon not less than thirty (30) days' prior written notice.

The Managing Agent will receive an annual fee of $40,000 payable in equal monthly installment of $3,333.33. The managing agent's fee for the First Year of Condominium Operation is comparable to similar services in comparable buildings.

The total management fees for the First Year of Condominium Operation is estimated to be $40,000.

The expense for management fees are for the entire Condominium and have been allocated to all Condominium Units based upon each Unit's respective percentage of Common Interest.

See the section of the plan entitled “Management Agreement” for further details.

(8) PROFESSIONAL FEES – (Budget – $12,500)

It is anticipated that the Condominium will enter into an agreement with Czarnowski&Beer LLP, having an office address at 5 Penn Plaza, 23rd Fl., New York, NY 10121, to provide auditing, tax return preparation, and financial statement preparation services for the Condominium. It is estimated that the first year cost for these services will be $10,000.

The Condominium will be engaging a law firm to act as the attorney for the Condominium. The estimated cost for these services for the Condominium's first year is $2,500.

The total professional fees for the First Year of Condominium Operation is estimated to be $12,500.

The expense for professional fees are for the entire Condominium and have been allocated to all Condominium Units based upon each Unit's respective Percentage of Common Interest.

(9) ADMINISTRATIVE – (Budget – $5,000)

The budgeted amount includes anticipated expenses for lobby/elevator telephone, postage, printing, permits, and filing fees.

The expense for administrative fees are for the entire Condominium and have been allocated to all Condominium Units based upon each Unit's respective Percentage of Common Interest.

(10) CONTINGENCY – (Budget – $15,000)

This item is included in the budget to provide funds for unforeseen increases in Residential Common Expenses and General Common Expenses before or after the First Closing or to cover expenses not included in this budget.

The contingency is for the entire Condominium and has been allocated to all Condominium Units based upon each unit's respective Percentage of Common Interest.

(11) RESERVE FUND – (Budget – $53,986.60)

Since the Building will be newly constructed it has no operating history upon which to project future costs of repairs and maintenance. No major capital repairs are included in the First Year's Budget since all major construction and mechanical systems will be new.

A reserve fund is being established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). The Board of Managers, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the Reserve Fund line item in the Condominium's annual budget. It is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation. No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

The typical amount budgeted is approximately ten percent (10%) of the expenses budgeted for the entire year in order to conform to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae. This expense has been allocated by Common Interest.

No representation is made as to the actual or anticipated cost, or timing or nature of any such capital work or the adequacy of any such reserve.

The budgeted figure for these items include the cost of normal maintenance and repairs to the common Elements of the Building that are the responsibility of the Condominium. Each Unit Owner will be responsible for the cost of the interior maintenance, repairs, decoration and painting of their respective Unit, including the appliances and any appurtenant Limited Common Elements.

Repairs and Maintenance for electrical, exterior, plumbing and pumps, boiler and water heaters, compactor, door and locks, floor and tiles, and painting and plaster and miscellaneous have been allocated to all Units based upon each Unit's respective percentage of Common Interest.

No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the Buildings. The budgeted amount is based on the Consultant's experience in operating other buildings of comparable size and quality.

(12) TOTAL PROJECTED EXPENSES – (Budget – $593,852.60)

The projections set forth in this budget assume that the First Year of Condominium Operation will cover the period from July 1, 2024 through June 30, 2025.

NOTE REGARDING UTILITY CHARGES

In view of the varying costs of energy, it is not possible to predict with certainty whether the estimated figures will reflect the actual cost to be incurred during the First Year of Condominium Operation. Although it is believed that reasonable provisions for increased costs have been made. The actual cost for electricity and gas will vary depending upon various factors, including among other things the amount of consumption, the severity of the weather, conservation measures, if any, adopted by the Condominium Board or Unit Owners, the rates of the utility company (which fluctuate periodically) and the possibility of changes in the methods of calculating charges by the utility company.

MANAGEMENT OPINION

In the opinion of AKAM Associates, Inc., the projected income is adequate to meet the estimated expenses for the First Year of Condominium Operation, assuming such first year to be the 12-month period commencing July 1, 2024. The budget, however, is not intended and should not be taken as a guarantee or warranty by anyone that the annual common charges or common expenses for the first or any subsequent year of operation of the property by the Condominium Board will be as set forth in the budget. In fact, it is likely that the actual income and expenses for the First Year of Condominium Operation will vary from the amounts shown in the budget based on factors including without limitation, changes in the economy and unforeseen factors.

VII. SCHEDULE B-1

37-34 33rd Street Condominium
Projected Individual Energy Costs
for the First Full Year of Condominium Operation
July 1, 2024 – June 30, 2025

Based upon a letter from EJC Engineering, PLLC, dated January 13, 2023 having an office address at 136-18 39th Avenue, Suite 703, Flushing, NY 11354, the following is an estimate of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Residential Unit:

Floors	Line	Annual Electricity Cost ($/Unit)
2nd – 7th floor	2A-6A 7A 2K-7K	$3,002
2nd – 7th floor	2B-6B 2J-7J	$2,331
2nd – 6th floor	2C-6C 2D-6D	$2,895
2nd – 7th floor	2E-6E 7B,7C	$2,452
2nd – 7th floor	2F-6F 7D	$2,817
2nd – 7th floor	2G-6G 3H-6H 7E,7F	$2,369
2nd floor	2H	$2,124
2nd – 7th floor	2I-7I	$2,242

These estimates incorporate a 5% inflation factor.

Individual Unit Electrical Assumptions

AIR CONDITIONING

Electrical consumption for air conditioning is based upon the **average** electrical demands of 1.5 kWhr per ton of refrigeration. Each Unit is to operate 450 - 500 equivalent full load hours per year. All rooms are air conditioned with 1 ton of refrigeration covering 400 square feet of interior floor area.

HEATING

Each Unit is to operate 1,800 – 1,900 equivalent full load hours per year. All rooms are heated with 1 ton of refrigeration running reversely as heat pump covering 400 square feet of interior floor area.

LIGHTING AND APPLIANCES

Lighting cost is based upon Watts per square foot in compliance with NYCECC Table 9.5.1. The average residential unit is assumed to utilize fifty percent of lighting fixtures approximately 8 hours per day and 365 days per year. Appliances cost is based upon 2 Watts per square foot. Electrical consumption for other appliances is based upon normal use of standard appliances, including refrigerator, clothes washer and dryer, televisions and computers.

Utility Company Electric Rates

The cost of electricity is based upon the electricity tariff at 23.71 Cents per kWhr.

Heating The estimated heating energy consumption is based upon the following:

Average winter temperature in New York City		428 degrees Fahrenheit
Degree Days in New York City	4,871	
Electricity efficiency	80%	
Outdoor design temperature		95 Degrees Fahrenheit
Indoor design temperature		72 Degrees Fahrenheit

The above is only an estimation for reference and not a guaranty or warranty. In view of the current energy situation, it is not possible to predict whether the projection reflects the actual cost to be incurred, which will vary with the level of individual consumption and the actual costs of the utility. Future event or unpredictable factors may substantially affect the cost of energy which are beyond the control of the Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of Residential Unit Owners and related weather conditions.

VIII. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

October 13, 2023

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

Re: **37-34 33rd Street Condominium**

Gentlepeople:

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

Our experience includes the preparation of numerous Condominium Offering Plans and legal representation of several Condominium Boards of Managers in the State of New York.

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

I hereby authorize inclusion of this opinion in the Offering Plan for 37-34 33rd Street Condominium to be filed with the Department of Law.

Very truly yours,

MORITT HOCK & HAMROFF LLP

By: _____
Anthony J. Ficara, Partner

IX. COMMERCIAL UNITS

The Condominium will contain two (2) Commercial Units, which Units shall be subject to the rights of the Commercial Unit Owners to subdivide and merge same. Commercial Unit Owner will be responsible to pay common charges in accordance with such Unit Owner's percentage of Common Interest. The common charges payable by each Commercial Unit Owner are sufficient to cover the expenses fairly attributable to such Unit. For purposes of this Section, the Parking Space Units are not considered a Commercial Unit.

The Sponsor will be the owner of the Commercial Unit until the Sponsor conveys the Unit to a third party, upon a sale of same. The Commercial Unit Owner will be responsible to pay common charges in accordance with such Unit Owner's percentage of Common Interest. The common charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to such Unit. The lawful uses permitted in the Commercial Units include retail, ambulatory and other health care uses, child care/day care uses and educational uses and any other use that may be permitted by the City of New York. Notwithstanding the foregoing, the Commercial Unit shall not be used for any illegal uses or for the following uses: pornography stores, drug treatment facilities or homeless shelters.

If Sponsor is the owner of the Commercial Unit, and if Sponsor is offering such Unit for sale, any material changes to the size or any subdivision of the Commercial Unit will be disclosed in an amendment.

Except to the extent prohibited by law, the Sponsor, its successor, assignee or designee and the Commercial Unit Owner shall have the right, without the vote or consent of the Boards to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, Ordinary or Extraordinary, in, to and upon the Commercial Unit; (b) change the layout of, or number of rooms in the Commercial Unit (s) from time to time; (c) change the size and/or number by subdividing the Commercial Unit into two or more separate Commercial Unit (s), combining separate Commercial Unit (s) (those resulting from such subdivision or otherwise) into one or more Commercial Unit (s), altering the boundary walls between any Commercial Unit (s), or otherwise; (d) if appropriate, reapportion among the Commercial Unit (s) 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 Commercial Unit (s) shall not be changed by reason thereof unless the owners of such Commercial Unit (s) shall consent thereto and, provided further, that the Declarant, its successor, assignee or designee and the Commercial Unit (s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Boards and all other Commercial Unit Owner(s) harmless from any liability arising therefrom.

Nothing contained in the Declaration shall prohibit the division or consolidation of any Commercial Unit (s) and Common Interest appurtenant thereto, including but not

limited to a change in the number of rooms. In no case, however, may such division or consolidation result in a different percentage of Common Interest for the total of the new Commercial Unit (s) than existed for the total of the original Commercial Unit (s) before division or consolidation.

The Owner(s) of a Commercial Unit will have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the General Common Elements of the Condominium, and in, through, under and over any Commercial Unit; (ii) through the General Common Elements and General Residential Units Limited Common Elements of the Condominium for access to any part of the Condominium for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Condominium servicing the applicable Commercial Unit, provided, however, that except in the case of an emergency, the right of access may be exercised only after prior notice to the Condominium Board; and (iii) for access to any equipment that services the Commercial Unit (s) and which are located in the Residential Area of the Condominium or the General Residential Units Limited Common Elements.

The Commercial Unit (s) will also be subject to easements in favor of any other Unit(s) for the installation, maintenance, repair and replacement of all utility pipes, lines, conduits, ducts, etc., including gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving the Commercial Unit (s). The Owner(s) and tenants of the Commercial Unit (s) will have the right, at their sole expense, to install separate heating systems for the Commercial Unit(s) and an easement is granted in, over, under and through the any part of the Condominium for the installation, maintenance, repair and replacement of the heating systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised.

The Commercial Units and/or their tenants will have an easement to erect, maintain and replace one (1) or more signs on the property as permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be in compliance with the requirements of the City of New York.

At the request of the Unit Owner, the Condominium Board will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair of a Commercial Unit or the operation thereof. The Commercial Unit Owner(s) shall indemnify and hold the Condominium Board and the Unit Owners harmless from any liability resulting therefrom.

A Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Condominium Board, to sell or lease the Commercial Unit without the Condominium Board having any right of first refusal to sell or lease, or to procure a third

party to sell or lease, the same, and all sale or rental proceeds shall belong solely to the applicable Commercial Unit Owner.

The Owner(s) of a Commercial Unit shall be responsible for payment of the Common Charges to the Condominium allocated to the applicable Commercial Unit and all real estate taxes allocated against, and interest and amortization on all mortgages affecting said Commercial Unit and the entire cost of maintaining, repairing and replacing the Limited Common Elements applicable to their. Commercial Unit No bond or other security will be posted for this obligation and the Commercial Unit Owner's ability to perform will depend upon its financial condition at the time it may be called upon. If the Commercial Unit Owner fails to pay the Common Charges and Common Expenses, allocated against their Commercial Unit, the Condominium Board will have the same rights and remedies against it as against any other defaulting Unit Owner. In addition, the Owner(s) of the Commercial Unit(s) shall be responsible for their pro rata share of the General Common Expenses of the Condominium. Pursuant to the opinion of Sponsor's expert contained in the Certification of Adequacy of the Common Charges of the Commercial Unit(s) contained in Part II of the Plan, the Common Charges payable by the Commercial Unit Owner(s) are sufficient to cover the expenses fairly attributable to such Commercial Units.

The Condominium Board will not have any right to restrict or limit the method of operation, use or appearance of any Commercial Unit, which are permitted by law. No rules affecting the operation of the Commercial Unit (s) may be adopted or modified by the Condominium Board without the consent of the respective Commercial Unit Owners. All or any part of a Commercial Unit may be leased or subleased by the Commercial Unit Owner. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any of the Commercial Unit (s). Sponsor, through the control of the Board or otherwise, will not amend the By-Laws to allow the currently prohibited uses. See Article VIII, Section 2 of the By-Laws.

No representation is made with respect to the continued ownership by the Sponsor of all or any portion of the (s) or as to who the tenants or occupants of any portion of the Commercial Unit (s) may be, at any time, or as to the uses to which any portion of the Commercial Unit (s) may be put at any time and no assurance is given that such tenants, occupants or uses will not be objectionable to other Unit Owners or other parties.

The Owner(s) of the Commercial Units will be obligated to pay a share of the cost of insurance and maintenance and operation of the Common Expenses shared with the Residential Units and other costs reflected in Schedule B. The Commercial Unit Owners will also be responsible for the entire cost of the maintenance and operation of the Commercial Unit(s) Limited Common Elements.

The Residential Unit Owners shall have an easement through the Commercial Unit(s) Limited Common Elements for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing the General Residential Units' Limited Common Elements, Individual Residential Unit Limited Common Elements, the Residential Units and/or the entire

Building. Any differences in the rights and obligations of the Residential and the Commercial Unit owners will not have a material adverse impact upon the Condominium.

X. CHANGES IN PRICES AND RESIDENTIAL UNITS

Sponsor will not make any material change in the size or adverse material change in the quality of Common Elements without the consent of all Residential Unit Owners. There is a rebuttable presumption 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.

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. Furthermore, no change will be made in the size or number of units and/or their respective percentages of Common Interest, and that no material change will be made in the size or quality of Common Elements, except by amendment to the offering plan and, when applicable, to the declaration of condominium.

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 the Common Elements.

The offering prices set forth in Schedule A must be changed by a duly filed amendment to the Offering Plan when the change in price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser.

The Sponsor reserves the right, but not the obligation, to negotiate with a Purchaser on an individual basis in connection with all aspects of the purchase price, including but not limited to: upgrades to a Residential Unit or the fixtures or equipment contained therein or credits or allowances therefor; treatment of reduced and/or split down payment; financing contingency; extension of period to secure financing; payment of all or part of a Purchaser's acquisition or financing costs such as, but not limited to: origination fees and commitment fees; and any and all other costs relating to the cost of acquiring title to a Unit. As a result, a Purchaser may receive different terms than a prior or subsequent Purchaser may receive for a similar Unit. Furthermore, the Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms or, at its sole option, to expand the applicability of such negotiable terms to some or all Purchasers pursuant to Section 352-e of the General Business Law.

XI. INTERIM LEASES

The Sponsor will <u>not</u> enter into interim leases with Purchasers for Residential Units prior to closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or

have his or her contractors or agents enter the Residential Unit to perform work prior to closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain the funds being held in escrow to a maximum of ten (10%) percent of the sales price plus the cost of extras ordered, as liquidated damages. Purchasers should refer to Paragraph 22 of the Purchase Agreement.

XII. PROCEDURE TO PURCHASE

The Sponsor hereby offers for sale the Residential Units under construction in the Condominium for residential occupancy in accordance with applicable municipal zoning regulations. Occupancy of the Residential Units or portion of a Residential Unit by a lessee or lessees of the Residential Unit Owner for the purposes set forth in this paragraph conform with the zoning regulations permitting construction of this Condominium. Sponsor offers for sale Commercial Units under comstruction. Pursuant to the New York City zoning code, the lawful uses permitted in the Commercial Units include health care uses, child care/day care uses and educational uses, and such use shall be state d on the Certificate of Occupancy. Notwithstanding the foregoing, the Commercial Unit shall not be used for any illegal uses or for the following uses: pornography stores, drug treatment facilities or homeless shelters. See also Article VIII, Section 2 of the By-Laws.

Because Sponsor is retaining the unconditional right to rent rather than sell Units after consummation of the Plan, this Plan may not result in the creation of a Condominium in which a majority of the units are owned by owner-occupants or investors unrelated to the Sponsor. Purchasers for their own occupancy may never gain control of the Board of Managers of the Condominium under the terms of this Offering Plan. Sponsor is not limiting the conditions under which it will rent rather than sell the Units, there will be no commitment to sell more Residential Units than the fifteen (15%) percent, or ten (10) Residential Units, necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium.

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

Any person may accept Sponsor's offer to sell a Unit by entering into a Purchase Agreement with the Sponsor. The Agreement provides that the Purchaser will purchase from the Sponsor a designated Unit in 37-34 33rd Street Condominium as described in

the Declaration creating such Condominium. A Purchaser will be afforded a minimum of three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement. Any conflict between the Offering Plan and the Purchase Agreement shall be resolved in favor of the Offering Plan.

Upon signing the Purchase Agreement, the Purchaser shall make a down payment of a minimum of ten (10%) percent of the purchase price of a Unit plus the cost of any special work ordered by the Purchaser. Upon full payment of the balance of the purchase price and the balance of the cost of any special work ordered at the closing, in cash or by mortgage, Purchaser will receive a bargain and sale deed with covenant against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title to the ownership of fee ownership in the Unit and such percentage of Common Interest in the Common Elements as is set forth on Schedule A, free and clear of all liens and encumbrances other than those set forth in Section XIII of the Offering Plan. The Purchase Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with law, subject to the terms of this Offering Plan. Sponsor must either return a fully executed Purchase Agreement within twenty (20) days to the Purchaser or reject the Purchase Agreement and refund the full deposit monies. In the event the Sponsor does not act within said twenty (20) day period the Purchase Agreement will be deemed rejected by the Sponsor.

The risk of loss from fire or other casualty remains with the Sponsor until a Purchaser takes legal title to the Unit.

The risk of loss or damage to the Unit by fire or any other cause until delivery of the deed is assumed by Sponsor. In the event a substantial portion of the Unit or Condominium shall be destroyed or damaged prior to Closing, Sponsor shall repair the Unit to meet the specifications set forth in the architects and/or engineers property description report(s) contained herein prior to closing of title to such Unit. In the event Sponsor cannot complete such repair within the anticipated delivery timeframe set forth in the Offering Plan or Purchase Agreement, Purchaser shall be afforded a right of rescission. If Purchaser opts for rescission, Sponsor shall return the down payment and any funds received from the Purchaser for extras, whether or not already expended.. The parties shall thereafter be released from any further liability hereunder.

The Power of Attorney included as Schedule E herein, as same may be amended from time to time so as to comply with applicable law, must be executed by Purchaser at the closing of title. This Power of Attorney is being given to the Board of Managers, and, to a limited degree, the Sponsor. Failure to execute the Power of Attorney will result in a default under the Purchase Agreement.

Sponsor anticipates that the closing to the first Residential Unit will occur on or about July 1, 2024. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Unit; or (ii) the projected date of closing of title to the first Unit occurs later than June 30, 2025, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing,

Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date. All common elements, including, but not limited to the recreation areas, will be fully operational as of the date of commencement of Condominium operation.

However, if the first unit closing occurs before June 30, 2025, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

After the Offering Plan is declared effective, the Sponsor will give each Purchaser who enters into a Purchase Agreement not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to the Residential Unit unless a Purchaser waives such thirty (30) day notice. Notice on each Purchaser stating the date of the first closing and setting such Purchaser's closing date will be served in compliance with section 20.1(d)(1). A form for such waiver is contained as Schedule D-2 to the Offering Plan.

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared. Time is of the essence for a Purchaser to cure a default within such thirty (30) day period. **Time of the essence** indicates that failure to cure the default by a certain date will constitute and incurable default under the Purchase Agreement. Upon Purchaser's failure to cure such default within such thirty (30) day period, the Purchase Agreement shall, at Sponsor's option, be deemed canceled and Sposnor shall have the right to retain, as and for liquidated damages, all sums paid by Purchaser to Sponsor on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all Extras ordered by Purchaser, together with all interest credited thereon, if any, which total amount Purchaser acknowledges to be fair and reasonable. See Paragraph 21 of the Purchase Agreement in Part II of the Offering Plan.

The Purchase Agreement may not be assigned by Purchaser without the written consent of Sponsor. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law.

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

Any conflict between the Purchase Agreement and the Plan will be resolved in favor of the Plan. The Purchase Agreement and Plan comply with Section 71.a(3) of the New York Lien Law. Said statute provides that the initial advance of the Purchase

Agreement be deposited in an escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in New York State. The escrow and trust fund provisions disclosed below complies with said statute.

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's down payment in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at closing regardless of the availability of financing. In the event a Purchaser does not close title to the Unit as a result of their inability to obtain a mortgage, the down payment plus the cost of any custom work ordered, will be retained by Sponsor as liquidated damages. 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.

Purchasers should note that on April 29, 2022 the Financial Crimes Enforcement Network ("FinCEN") announced the issuance of an updated Geographic Targeting Order ("GTO"), which requires U.S. title insurance companies to report to FinCEN the personal identity of purchasers in residential real estate transactions in which: (1) the purchaser is a legal entity as defined in the GTO; (2) the purchaser purchases residential real property (including condominium units) located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan and Staten Island; (3) the total purchase price is in an amount of $300,000 or more; (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

As long as the updated GTO remains in effect, the reporting requirements set forth above apply to all residential real property closings (including condominium units) meeting the above criteria and occurring on or after April 30, 2022.

Further information regarding the revised GTO is available at the following web address:
https://www.fincen.gov/sites/default/files/shared/Real%20Estate%20GTO_Order_4.29.22_for%20Press%20Release.pdf

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

ESCROW AND TRUST FUND PROVISIONS

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

352-e(2-b) and 352-h on the effective date of this section shall be transferred into escrow accounts in compliance with this regulation within 60 days thereafter.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Offering Plan or in a Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of the Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All deposits, down payments, or advances made by Purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the Plan, will be placed, within five (5) business days after the Purchase Agreement is tendered to the Escrow Agent along with the deposit, in a segregated special Escrow Account of Moritt Hock & Hamroff LLP, the Escrow Agent, whose address is 1407 Broadway, 39th Floor, New York, NY 10018, and whose telephone number is 212-239-2000. The Escrow Account will be opened with Metropolitan Commercial Bank, at their branch located at 1359 Broadway, New York, NY, telephone: (212) 643-6981 ("Bank"). The signatories on this account authorized to withdraw funds are: the following designated Partners of MHH: Anthony J. Ficara, Ted A. Berkowitz, Gary C. Hisiger and Michaael Cardello III. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. The name of the account is "Moritt Hock & Hamroff LLP, IOLA F/B/O 37-34 33rd Street Condominium – Escrow Account". The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured. Additionally, any other deposits a Purchaser may have at the escrow bank will count towards the $250,000 FDIC insurance limit.

The Escrow Account will be Interest-On-Lawyer-Account ("IOLA"). Pursuant to Judiciary Law, Section 497, all interest earned on the IOLA account will be paid to the State of New York.

Purchasers should note as a special risk that although all funds received by Sponsor for upgrades or extras to a Residential Unit will initially be placed in the escrow account, such funds may be released from the Escrow Account without the requirements outlined below 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 paid to the Sponsor, and actually expended, for upgrades or extras.

All instruments shall be made payable to or endorsed to the order of "Moritt Hock & Hamroff LLP, as Escrow Agent" and shall be accepted subject to collection.

The Purchase Agreement is included herein as Schedule D in Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 30 of the Purchase Agreement, which must be executed by the Escrow Agent.

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

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

Purchasers should note that the deposit of a Purchaser's down payment into the Escrow Account shall not be deemed acceptance by the Sponsor of the Purchase Agreement. The Purchase Agreement shall be deemed accepted by the Sponsor only when countersigned by the Sponsor.

The Escrow Agent will hold funds in escrow until otherwise directed in:

(i) a writing signed by both Sponsor and Purchaser. Sponsor and/or the Escrow Agent may require a Purchaser to execute a writing authorizing release of the funds by the Escrow Agent as a condition of closing, upon closing. Authorization of the release of funds at closing in the Purchase Agreement will be deemed such a writing. In no event shall the funds be release or authorized to be released prior to closing, unless a bond or letter of credit has been posted, pursuant to the terms of the Offering Plan, as same may be amended; or

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

(iii) a final, non-appealable judgment or order of a court of competent jurisdiction.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (i) through (iii) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (i) through (iii) 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 Building is located and shall give written notice to both parties of such deposit.

The Escrow Agent will also be permitted to release the escrow funds if:

(i) pursuant to terms and conditions set forth in the Purchase Agreement upon closing of title to the Unit; or

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

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

The Sponsor will not object to the release of the escrowed funds to:

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

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

Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and General Business Law Sections 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.

Nothing contained herein shall diminish or impair the sponsor’s statutory obligation to each purchaser pursuant to GBL section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such purchaser. Consummation of the plan does not relieve sponsor of its obligations pursuant to GBL section 352-h. Funds from the escrow account remain the property of the purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the sponsor or the escrow agent upon any bankruptcy, incapacity or death.

Under no circumstances shall Sponsor apply for release of the escrowed funds 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 General Business Law Sections 352-3(2-b) and 352-h.

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

The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

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

If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date set forth on the first page of the Purchase Agreement, either Sponsor or Purchaser may cancel the Purchase Agreement by forwarding written notice of cancellation to the other no later than ten (10) days after expiration of such twelve (12) month period whereupon Sponsor shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XI of the Plan, all payments, other than Funds used towards upgrades, options or extras, made by Purchaser to Sponsor on account of the Purchase Price and neither party shall thereafter have any further liability or obligation to the other in connection with this Purchase Agreement or transaction. Failure to so notify Sponsor shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. In the event Sponsor shall be unable to convey title to the Residential Unit within twenty-four (24) months of the date of delivery stated in the Purchase Agreement through no fault of the Purchaser, the Purchase Agreement shall be deemed null and void and Sponsor shall return all monies being held in escrow, and any funds paid by Purchaser for extras, within thirty (30) days thereafter. See Paragraph 6 of the Purchase Agreement in Part II of the Plan.

A copy of the Escrow Agreement between the Sponsor and the Escrow Agent which incorporates the terms of the Attorney General's regulations is contained in Part II of the Plan as Schedule L. The Escrow Agent shall maintain all records concerning the escrow account for seven (7) years after release of the funds. Upon the dissolution of the law firm which was the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the Escrow Account records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

Before escrow funds are transferred to a new escrow account, or if the Escrow Agent is replaced, the Plan shall be amended to provide the same full disclosure with

respect to the new escrow account, the new Escrow Agent and Escrow Agreement, as was originally provided.

In compliance with Local Law 147 and pursuant to Article 17 of the New York City Administrative Code, the Board of Managers has adopted the following smoking policy (the "Smoking Policy") for the Condominium:

Smoking is PROHIBITED (i) in all commons areas of the Building, including, but not limited to, the lobby, entryways, vestibules, ante rooms, mail rooms, storage rooms, bike rooms, common rooms, amenity rooms, gym, roof decks, garbage chute rooms, compactor rooms, basement, corridors, hallways, stairwells, elevators, playroom, garage, garage ramp, walkways; and (ii) within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening onto Common Elements or Units.

For the purposes of this Smoking Policy, the term "smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any other form of lighted object or device which contains tobacco, including the use of electronic cigarettes or any similar device that delivers vapor for inhalation (including any refill, cartridge or other component of an electronic cigarette or similar device), or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance. This Smoking Policy applies to all unit owners, tenants, subtenants, occupants and residents of the Building, and to any guests, agents, licensees and invitees of a Unit Owner. It is the Unit Owner's responsibility to ensure that its tenants, subtenants, occupants, residents, guests, agents, licensees and invitees comply with this Smoking Policy.

Smoking is PROHIBITED within individual apartments and on the patios and yards attached to individual apartments (except within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening onto Common Elements or Units). However, if there are reported and substantiated incidents of infiltration of smoke/smoke odors into common areas of the Building (including, but not limited to, hallways) and/or other apartments in the Building, it will be the offending Unit Owner's responsibility, at its sole cost and expense, to abate the nuisance.

Any Unit Owner who sells, leases, or subleases its apartment must include a copy of this Smoking Policy in the contract of sale, lease or sublease.

In the event of a violation of this Smoking Policy, in addition to and not in diminution of, all other remedies available to the Condominium, as provided in its Declaration of Condominium and By-Laws, or at law or in equity, with regard to a default by the Unit Owner, the Board shall have the right to impose an administrative fee in the amount of Two Hundred Fifty ($250.00) Dollars on the Unit Owner for each such violation of this Smoking Policy. A continuing violation shall be considered a new violation.

This Smoking Policy shall become effective immediately. The Board will advise Unit Owners of any changes to the Smoking Policy.

XIII. FINANCING CONTINGENCY

THIS PLAN DOES NOT CONTAIN ANY FINANCING ARRANGEMENTS FOR PURCHASERS. PROSPECTIVE PURCHASERS WHO ARE INTERESTED IN SUCH FINANCING SHOULD CONTACT LENDING INSTITUTIONS, SUCH AS MUTUAL SAVINGS BANKS AND COMMERCIAL BANKS.

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

The offer to sell is contingent upon the Plan's being declared effective and upon compliance with the relevant conditions and time periods described in the Offering Plan.

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

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. No representation is made by the Sponsor as to the availability or cost of such financing. In no event will the Sponsor be obligated to return a Purchaser’s down payment in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at closing regardless of the availability of financing. In the event a Purchaser does not close title to the Home as a result of their inability to obtain a mortgage, the down payment plus the cost of any custom work ordered, will be retained by Sponsor as liquidated damages. Sponsor has the discretion to offer financing to Purchasers on an individual basis.

The risk of loss from fire or other casualty remains with the Sponsor unless and until a Purchaser takes actual possession of a Unit pursuant to an interim lease (or written agreement with the Sponsor) or legal title to the Unit has been conveyed to the Purchaser. However, Sponsor is not entering into any interim leases so there should be no pre-closing possession.

The closing of title to a Unit where the Purchaser has obtained financing will take place simultaneously with the closing of the mortgage loan and the proceeds will be applied towards the then balance of the purchase price.

XIV. ASSIGNMENT OF PURCHASE AGREEMENTS

The Purchase Agreement may not be assigned by Purchaser without the express written consent of Sponsor, which consent may be granted or withheld in Sponsors sole and absolute discretion. However, 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. Purchaser's may be charges fees incurred for Sponsor's attorney for sych assignment and notice shall be given at the time of such consent, if any.

XV. EFFECTIVE DATE OF THE PLAN

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and no closing to a Unit will be held until the Plan is declared effective. This Offering Plan will not become effective until bona fide Purchasers, including investors, have executed Purchase Agreements which have been accepted by Sponsor for at least fifteen (15%) percent in number of the Residential Units offered under the Plan (64 x 15% = 10 Residential Units). The Sponsor will declare the Plan effective by personal service of notice on every Purchaser or commencement of service by mail, stating that the Plan has been declared effective. Sponsor will, within five (5) business days of said notice, submit for filing an amendment to the Plan disclosing the Plan's effectiveness and will file an affidavit of service of the notice on all Purchasers. Sponsor will not close title to the first Residential Unit until the pos-closing amendment disclosing the effectiveness of the Condominium has been accepted for filing by the Attorney General.

The Plan may be declared effective by: (i) an amendment to the plan; or (ii) by personal service of notice on every purchaser or by commencement of service by mail in the manner required by section 20.1(d) of this Part stating that the Plan is declared effective and submitting an amendment to the Department of Law within five days confirming that the plan was declared effective on a specified date. The amendment must conform to section 20.5(e) of this Part. The first unit shall not occur until the Plan is declared effective and the post-closing amendment is accepted for filing by the Department of Law.

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

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

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

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

Further, prior to declaring the Plan effective, the Sponsor has the option not to close title to the Units and to abandon the Plan at any time, if less than eighty (80%) percent in number of the Residential Units offered hereby are sold and title to any Residential Unit has not been conveyed (64 x 80% = 52 Residential Units). In the event Sponsor exercises such option, it shall forthwith return to the Purchaser all monies paid with interest, if any, within five (5) days of acceptance of an amendment abandoning the Plan. When Purchase Agreements for eighty (80%) percent of the Residential Units have been entered into, the Sponsor must declare the Plan effective.

Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, the 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.

Once the Plan has been declared effective, it may not be abandoned except for (i) a defect in title which cannot be cured for less than one-half (½%) percent of the total amount of the offering or (ii) material damage or destruction of a Building by fire or other casualty which cannot be cured for less than one-half (½%) percent of the total offering, or (iii) the taking of any material portion of the property by condemnation or eminent domain. Any stated dollar amount relied upon as basis for abandonment after effectiveness will exclude all attorneys' fees as well as any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record. In the event Sponsor abandons the Plan, it shall do so by means of a filed amendment to the Plan. All monies advanced by Purchasers will be returned to them within five (5) days of the abandonment of the Plan.

If Sponsor abandons the Plan before declaring the Plan effective, Sponsor will file an amendment disclosing such abandonment and file a RS-3 Form with the Department of Law.

XVI. TERMS OF SALE

After the Plan has been declared effective the Sponsor will fix a date for the closing of title to all Residential Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first closing and setting such

Purchaser's closing date. Notice will be sent to all Purchasers who have executed and delivered Purchase Agreements to the Sponsor and whose Purchase Agreements are then in effect by (i) personal delivery; or (ii) mailing by regular mail or registered or certified mail with or without return receipt requested, addressed to the Purchasers at the last known residence of such Purchaser or, if the Purchaser has provided written information of an alternative address for notices, addressed to the Purchaser at the alternative address. If Sponsor has no information of the last known residence address, but has written information of the place of business or employment of such Purchaser, the mailing shall be addressed to such last business or employment address.

Such notice will be served no less than thirty (30) days before the date set for the closing of the Units. Sponsor shall permit Purchasers to waive the thirty (30) day provision by a written waiver. A form for such waiver is contained as Schedule D-2 to the Offering Plan. Said notice will also include notice of the obligation to pay the balance of the purchase price. On the closing date, fee title to the Unit will be conveyed to the Purchaser together with the Unit's undivided interest in the Common Elements. The closing of title to the first Residential Unit is expected to commence by approximately July 2024. Such closing, however, will only take place after or simultaneously with the happening of the following events:

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

2. The Sponsor's repair of any damage from a casualty or other cause that occurs before the closing of Purchaser's Residential Unit. In the event a Home is damaged by casualty or other cause prior to the closing of Purchaser's Home, through no fault of Purchaser, Sponsor shall repair the Home to meet the specifications set forth in the architects and/or engineers property description report(s) contained herein prior to closing of title to such Home. In the event Sponsor cannot complete such repair within the anticipated delivery timeframe set forth in the Offering Plan or Purchase Agreement, Purchaser shall be afforded a right of rescission.

3. The issuance of a final or temporary Certificate of Occupancy to the Residential Unit or Building in which the Residential Unit is located and any other necessary permits.

4. Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described in the Offering Plan and the proposed Unit Deed.

5. If applicable, prior to closing, the sponsor will procure the real property transfer gains tax tentative assessment and return (or statement of no tax due) and will, at closing, pay all real property transfer gains tax and all other

transfer taxes due and comply with the requirements of the New York State Department of Taxation and Finance.

6. If so requested by the Purchaser, Cornerstone Land Abstract, LLC ("Cornerstone"), a title company authorized to do business in the State of New York, 248-52 Jericho Turnpike, Bellerose Village, New York 11001, (516) 327-5400, shall agree to insure that such Purchaser has good and marketable fee title in the Unit, free and clear of all liens, encumbrances and title exceptions, except those set forth below, the Deed, and subject to the provisions of the Declaration and By-Laws and any mortgage executed by the Purchaser and that the Condominium was validly formed pursuant to Article 9-B of the Real Property Law. Purchasers are free to obtain title insurance from any title company authorized to do business in the State of New York without incurring any additional fees or penalty from Sponsor.

7. All articles of personal property, fixtures and equipment as set forth in the Offering Plan for the Residential Unit being purchased are to be included in the sale of such Residential Unit.

8. The Declaration, By-Laws, floor plans and engineers and tax authority certification required by Section 339-p of Article 9-B of the Real Property Law of the State of New York shall be recorded or filed as required by law in the New York City Registers Office, Queens County. The recording of the referenced documents will occur prior to conveyance of title to a Unit.

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

10. The Sponsor will give each Purchaser who has entered into a Purchase Agreement not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to their Unit unless a Purchaser waives such thirty (30) days' notice. A form of such waiver is contained as Schedule D-2 to the Plan.

11. The filing of an amendment to the Offering Plan disclosing that the Plan has been declared effective and that the terms of this Section will be met, that the Residential Units to be closed have been constructed in accordance with the plans filed with the Building Department of the City of New York and that the Sponsor has complied with the requirements of this Section.

12. Purchaser shall receive any manufacturers' warranty certificates with respect to equipment and appliances installed in the Residential Unit and Sponsor shall assign any warranties with respect to equipment and appliances installed in Common Elements to the Board of Managers.

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

Title to the Unit and its appurtenant interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those permitted below and/or described in the proposed Unit deed. Title to the Units will be subject to the following:

1. The state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

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

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

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

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

   (b) Easements in favor of the Board of Managers, its agents, contractors or employees to have a right of access to any Unit and to the Common Elements to inspect, maintain or repair or to make repairs to any Unit to prevent damage to the Common Elements or any other Units, to make repairs to the Common Elements, to any wires, pipes,

conduits or cable television system servicing any of the Units or to make repairs to any other Unit, regardless of the nature of the Common Element.

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

(d) Easements in favor of the Residential Unit Owners for access through any other part of a Building for the purpose of access, installation, maintenance, repair and replacement of any flues, vents, gas, air-conditioning, heating, ventilation, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing an individual Residential Unit.

(e) Easements for the continuance of encroachments on any Unit and on the Common Elements by other Units or portions of the Common Elements, now existing by reason of the construction of the Units, or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain as long as the Units stand.

(f) Easement in favor of the Sponsor, it's agents and employees for access through any part of a Building for the purpose of access, installation, maintenance, repair and replacement to of any portion of the Building, including but not limited to the installation of solar energy panels on the roof.

5. Any additional declarations, covenants, restrictions, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of a Residential Unit as a one (1) family residence.

If existing mortgages or construction loans 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 condominium units; (ii) subordinate the lien of its mortgage to the declaration of condominium; or (iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

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

All personal property located within the Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor or the Owner of the property, is included in the conveyance unless specifically excepted in the Offering Plan.

XVII. CLOSING COSTS AND ADJUSTMENTS

The estimated closing costs and expenses to be borne by each Purchaser are as follows:

1. Cornerstone Land Abstract, LLC ("Cornerstone"), a title company authorized to do business in the State of New York, 248-52 Jericho Turnpike, Bellerose Village, New York 11001, (516) 327-5400, at the estimated rates of $5.81 per thousand for the first $50,000 of fee title insurance, approximately $4.74 for each additional $1,000 of insurance up to $100,000 and approximately $3.80 per thousand for each additional $1,000 up to $500,000 plus six (6%) percent.

   Each Purchaser will be free to obtain title insurance from a title insurance company of their own choosing without incurring a penalty from Sponsor.

2. Mortgage title insurance at the estimated rates of $4.84 per thousand for the first $50,000 of mortgage title insurance, approximately $3.95 for each additional $1,000 of mortgage title insurance up to $100,000 and approximately $3.17 per thousand for each additional $1,000 up to $500,000 plus six (6%) percent.

   In the event a Purchaser obtains both mortgage and fee title insurance at closing, the Mortgage Policy shall be issued at a reduced rate known as the Simultaneous Mortgage Rate. The fee title insurance policy will be based on the full fee rate and the Simultaneous Mortgage Policy is based on thirty (30%) percent of the applicable mortgage rate up to the amount of the Mortgage Policy. Any excess is based on the full mortgage rates.

   Each Purchaser will be free to obtain title insurance from a title insurance company other than Cornerstone without incurring a penalty from Sponsor. Sponsor makes no representation or warranty as to cost, terms or availability of such other title insurance.

3. Fees for the recording of the deed, power of attorney and any affidavit required in connection with the mortgage tax credit available under RPL §339-ee which are approximately $235, $100 and $50 for each document.

4. In the event the Purchaser shall obtain a purchase money first mortgage, Purchaser shall pay recording fees for the mortgage of approximately $100. For first mortgages in an amount less than $500,000, Purchaser shall pay mortgage tax of 2.05% of the amount of the mortgage less $25 and for first mortgages in an amount in excess of $500,000, Purchaser shall pay mortgage tax of 2.175% of the amount of the mortgage less $25. In addition, the Purchaser will be required to pay the lending institution's attorney's fees, any mortgage origination fees, bank credit an appraisal fees and other expenses that the lending institution may charge incident to the making of the permanent loan. If applicable, a portion of the mortgage recording tax set forth above will be computed in accordance with Section 339-ee subsection 2, of the New York Condominium Act, and shall be paid to the Sponsor in reimbursement of mortgage recording taxes which the Sponsor may have previously paid in connection with existing mortgage on the Condominium.

   There will be no mortgage closing costs pursuant to this paragraph 4 on Residential Units which are not covered by mortgages.

5. Sponsor is transferring its statutory obligation to pay New York State Transfer Tax ("NYSTT") of 0.4% of the Purchase Price where the consideration is less than $3,000,000 and 0.65% of the Purchase Price where the consideration is $3,000,000 or greater; New York City Real Property Transfer Taxes ("NYCRPTT") of one (1%) percent of the Purchase Price where the consideration is less than $500,000 and 1.425% where the consideration is $500,000 or greater. For purposes of calculating the NYCRPTT, as the Purchaser shall be responsible for paying the NYCRPTT, the tax due New York City will be based on the Purchase Price plus the amount of both the NYCRPTT and NYSTT due, which equates to a "grossed up" Purchase Price for calculation of the NYCRPTT. For purposes of calculating the NYSTT, as the Purchaser shall be responsible for paying the NYSTT, the tax due New York State will be based on the Purchase Price plus the amount of the NYCRPTT only. In addition, the Purchaser will be responsible for New York State Mansion Tax pursuant to Section 1402-a of the Tax Law of one (1%) percent of the Purchase Price for any Residential Unit which has a combined sales price of $1,000,000 or more.

   The Tax Law Amendment eliminates the requirement to "gross-up" the consideration payable by a Purchaser for a Unit pursuant to a Purchase Agreement that requires the Purchaser to pay the New York State Real Estate Transfer Tax at the closing of title to the Unit. Pursuant to the Tax Law Amendment, a Purchaser will no longer pay the portion of the New York State Real Estate Transfer Tax based on grossed-up consideration.

   The steps to compute the tax are:

(a) Multiply the purchase price by the State Tax Rate to compute the tentative NYSTT.
(b) Multiply the purchase price by the New York City Tax Rate to compute the tentative NYCRPTT.
(c) For NYSTT purposes, add the NYCRPTT to the purchase price (item "b")
(d) For NYCRPTT purposes, add both the NYSTT and NYCRPTT to the purchase price (items "a" and "b").
(e) Multiply the total of "c" above by the NYS tax rate for the NYSTT due.
(f) Multiply the total of "d" above by the NYC Tax Rate for the NYCRPTT due.

EXAMPLE: Purchase Price = $770,000

(a) $770,000 x .004 = $3,080 = tentative NYSTT
(b) $770,000 x .01425 = $10,973 = tentative NYCRPTT
(c) $770,000 + $10,973 = $780,973 = Purchase Price for NYSTT
(d) $770,000 + $3,080 + $10,973 = $784,053 = Purchaser Price for NYCRPTT
(e) $784,053 x .004 = $3,136 = amount due for NYSTT
(f) $784,053 x .01425 = $11,173 = amount due for NYCRPTT

6. Working capital in the amount of two (2) months Common Charges to be paid to the Condominium. While Sponsor is in control of the Board of Managers, the working capital fund will not be used to reduce the Common Charges of the Condominium. If any portion of the working capital fund is used during this period to pay for items in the budget set forth, such amounts will be repaid to such fund out of Common Charges collected.

7. The Mansion Tax is required to be paid by the Purchaser, however the Tax Law was amended to provide that when the Purchaser fails to pay the tax, the Sponsor is required to pay. When the Sponsor is required to pay the additional tax because the Purchaser failed to pay, the additional tax becomes the joint and several liability of the Sponsor and the Purchaser.

The Tax Law was amended to provide for an addition to the base tax (additional base tax) in the amount of $1.25 for each $500, or fractional part, of the consideration for certain conveyances of real property located in New York City. The tax applies to:

• The conveyance of residential real property where the consideration for the entire conveyance is $3 million or more.
• The conveyance of real property other than residential real property where the consideration for the entire conveyance is $2 million or more.

The Sponsor is required to pay the additional base tax, but here Sponsor is transferring its statutory obligation to the Purchaser. If the Sponsor fails to pay the tax or is exempt from the tax, the Purchaser is required to pay the tax. When the Purchaser is required to pay the tax because the Sponsor has failed to pay, the additional base tax becomes the joint and several liability of the Sponsor and the Purchaser. For purposes of the additional base tax, all mixed-use real property is considered residential real property. Therefore, if the consideration for the conveyance of mixed-use real property is $3 million or more, the entire consideration is subject to the additional base tax.

Residential real property includes any premises that is or may be used in whole or in part as a personal residence, and includes a one-, two- or three-family house, an individual condominium unit or a cooperative apartment unit. Mixed-use real property is real property that is used for both residential and other than residential (for example, Commercial) purposes.

The Tax Law was also amended to add a supplemental tax on the conveyance of residential real property located in New York City where the consideration for the conveyance is $2 million or more. The supplemental tax differs depending on the amount of the consideration for the entire conveyance. For example: entire conveyance amount of at least $ 2 million but less than $ 3 million = Supplemental tax rate of one-quarter of one percent (.25%), and entire conveyance amount of at least $ 3 million but less than $ 5 million = Supplemental tax rate of one-half of one percent (.5%). The Purchaser is required to pay the supplemental tax. If the Purchaser fails to pay the tax or is exempt, the Sponsor is required to pay the tax. When the Sponsor is required to pay the tax because the Purchaser has failed to pay, the supplemental tax becomes the joint and several liability of the Sponsor and the Purchaser. The supplemental tax is due on the conveyance of mixed-use real property when the consideration for the entire property is $2 million or more. Tax is computed only on the consideration attributed to the residential portion of the property.

8. Each Purchaser shall pay $2,500 to Sponsor’s counsel, representing a fee for services in connection with preparing the Unit Deed, the Unit Owner’s Power of Attorney and for coordinating and attending the closing. Such fee shall be payable at or prior to the closing by Purchaser’s unendorsed, personal check made payable directly to the order of Sponsor’s attorney.

9. Each Purchaser shall pay $350 to the managemnt company representing a fee for services in connection with preparing the new Unit owner information documents. Such fee shall be payable at or prior to the closing by Purchaser’s unendorsed, personal check made payable directly to the order of AKAM Associates, Inc.

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

11. A pro-rata portion of the estimated first year condominium insurance based on the percentage of Common Interest of the Unit being purchased.

As an example, a Purchaser of a Residential Unit in which the purchase price is $770,000 and who procures a first mortgage in the amount of $616,000 will pay the following approximated closing costs:

Fee Title Insurance:	$ 2,900
Mortgage Insurance:	$ 711
Deed Recording Fee:	$ 235
Power of Attorney Recording Fee:	$ 100
Mortgage Recording Fees:	$ 225
§339-ee Affidavit Recording Fee:	$ 50
New York State Transfer Tax:	$ 3,080
New York City Transfer Tax:	$10,973
Mortgage Tax:	$11,828
Condominium Working Capital:	$ 1,092
Pro-Rata Insurance	$ 394
Management Fee	$ 350
Sponsor Attorney Fees for Preparation of Deed, Power of Attorney and other Closing Documents:	$ 2,500
TOTAL	$34,438

In addition, if a closing takes place, at the request of Purchaser, at any location other than the office of Sponsor's attorney, Purchaser shall pay to Sponsor's attorney a travel fee in the sum of $250.

In addition, in the event the Sponsor's Attorney is required to prepare the New York City "ACRIS" transfer documents Purchaser shall be required to pay Sponsor's attorney an additional fee of $250. In the event the title company prepares the ACRIS, Purchaser shall pay the applicable fee of the title company.

In the event a closing is adjourned with Sponsor's consent, at the request of Purchaser or Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $500.

In the event the Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against said Unit for the six (6) month period following the first closing. Said amount is to be paid by Purchaser. Alternatively, the

Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Units for such six (6) month period and may collect at each closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and either the Sponsor or the Board of Managers will be entitled to reimbursement from Unit owners to the extent of the actual assessment. Until the Units are separately assessed, all post-closing amendments will disclose the amount of the funds deposited in escrow for the payment of the real estate taxes.

If through no fault of Sponsor, Purchaser fails for any reason to close title within seven (7) days after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing date (as the case may be). In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% (which equals an annual rate of 16%) of the purchase price for the Unit(s) and for each day beyond such originally scheduled or Sponsor adjourned Closing date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges.

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

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

XVIII. RIGHTS AND OBLIGATIONS OF THE SPONSOR

No bond or other security has been furnished to secure performance of the following obligations. Sponsor has the financial resources to complete its obligations under the Plan. All obligations pertaining to the Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. During the time the principals of the Sponsor control the Board, it is within their sole power to enforce the obligations of the Sponsor pertaining to the Common Elements. If there are non-Sponsor members of the Board, and there is a vote on whether to sue

the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. Sponsor must enforce its obligations under the Plan, as those obligations are described in the Plan, and owes a duty to the Condominium to do so. The following shall pertain to the Sponsor:

1. Sponsor will endeavor in good faith to market and sell the Units in the Condominium. Notwithstanding, Sponsor retains the unconditional right to rent rather than sell the Units after consummation of the Plan. Because Sponsor is retaining the unconditional right to rent rather than sell Units, this Plan may result in the creation of a condominium in which a majority of the Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Owner-occupants and non-resident owners may have inherent conflicts. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent (10 Residential Units) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium.

2. The Sponsor shall be obligated to defend any suit or proceeding arising out of Sponsor's acts or omissions and shall indemnify the Board of Managers and the Unit Owners for same.

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

4. Until title to a Unit is passed to a Purchaser, the Sponsor will pay such Common Charges, special assessments and real estate taxes, as are assessed by the Board of Managers of the Condominium and the City of New York on the Units to which title has not passed. Once title is passed to a Purchaser the Purchaser shall be solely responsible for all Common Charges, special assessments, real estate taxes and all other costs applicable to the Unit, as are assessed by the Board of Managers of the Condominium and the City of New York. No bond or other security has been posted to secure such obligations. Sponsor will fund its financial obligations to the Condominium from the income derived from the sale of the Units and Sponsor's assets. Sponsor currently has the resources necessary to meet its obligations under the Offering Plan.

5. The risk of loss from fire or other casualty remains with the Sponsor unless and until a Purchaser takes legal title to the Unit.

   The risk of loss or damage to the Unit by fire or any other cause until delivery of the deed is assumed by Sponsor. In the event a substantial portion of the Unit or Condominium shall be destroyed or damaged prior to Closing, ,

Sponsor shall repair the Unit to meet the specifications set forth in the architects and/or engineers property description report(s) contained herein prior to closing of title to such Unit. In the event Sponsor cannot complete such repair within the anticipated delivery timeframe set forth in the Offering Plan or Purchase Agreement, Purchaser shall be afforded a right of rescission and Sponsor shall refund Purchaser with a check in the amount of the Downpayment paid by Purchaser, with interest, if any, plus any money Purchaser paid toward extras. The parties shall thereafter be released from any further liability hereunder.

6. Sponsor will initially procure fire and casualty insurance for the Condominium on the terms set forth in the budget, which shall be pursuant to an agreed upon amount for replacement value or in an amount sufficient to avoid coinsurance, and, in the event, Sponsor has prepaid the first-year insurance premium, will collect a pro-rata share of said insurance from a Purchaser at each closing based on the Unit's percentage of common interest. Notwithstanding, in the event the amount of insurance increases or additional funds are required to pay for such insurance, Sponsor will have the option to lend the Condominium such funds and Sponsor will be repaid out of subsequent Common Charges collected. No Board or Unit Owner approval is required to make such loan.

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

8. Sponsor has obtained financing (the "Building Loan") from Midfirst Bank, a federally charged savings association ("Lender"), having an address at 501 NW Grand Blvd., Oklahoma City, OK 73118, which has enabled Sponsor to purchase and update the Development. After the recording of the Declaration and before the closing of title to the first Unit, any Building Loan mortgage will be satisfied or released. Therefore, the lender will set a release price for Unit so that Sponsor can pay-off such amount of the underlying mortgage with the sale of the Unit. In addition, before the closing of title to the first Unit, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by partial release duly recorded. In order to obtain partial releases, the Lender will require that the Sponsor pay a release price on the sale of each Unit, until the loan is repaid in full. Such minimum release price shall be determined prior to the closing of a Unit and be based on the total outstanding loan at that time. This portion of the loan will not be added to the Purchase price, but rather Sponsor may use the proceeds from such sale to pay towards the underlying mortgage. Therefore, there will be no resulting costs from Sponsor's Building Loan

added to Purchaser's individual mortgage, and no delay to the closing of title to a Unit due to the underlying mortgage.

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 condominium units;
(ii) subordinate the lien of its mortgage to the declaration of condominium; or
(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

There will be no steps needed to be undertaken by Purchaser, as previously stated, Sponsor will work directly with lender and pay a release price, which price shall not affect Purchaser or Purchaser's financing, if any.

Purchasers should note, in the event Sponsor seeks an assignment of a portion of the Building Loan to Purchaser's mortgage lender, such severance and assignment would not result in any additional risk or cost to the Purchaser. Sponsor will initiate any severance and assignment transaction only after financing has been procured by Purchaser. Furthermore, should this transaction fail to take place and result in the loss of Purchaser's finnacing commitment, then Purchaser will be afforded an opportunity to obtain new financing, if Purchaser so elects.

9. The Sponsor will diligently, expeditiously and at its own cost, complete construction of the Condominium in accordance with the plans and specifications described in the architects and/or engineers property description report(s) contained herein and will diligently perform all of its obligations set forth in this Offering Plan and will deliver to the Board of Managers a copy of the "as built" plans filed with the recording of the Declaration or 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 construction. There is a rebuttable presumption 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. Furthermore, Sponsor reserves the right to select the ultimate location of the kitchen and bathroom cabinets, counters and drawers, as same may differ from the locations set forth on the floorplans. Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of Equal or Better quality or design for any of those set forth. The substitution of materials, fixtures, appliances and equipment will be disclosed in an amendment to the Offering Plan.

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. Sponsor further reserves the right to determine the ultimate Residential Unit type mix to be constructed at a Building; determine the location of electric, gas and water meters, electric transformers, air conditioning compressors, speed bumps, mailboxes; and make any other changes required by the City of New York. Any such changes may not adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed unless all Unit Owners or contract vendees have consented.

Sponsor has a right to substitute equipment or materials and make modifications of layout or design, provided however, that Sponsor may not substitute equipment or materials of lesser quality or design. In the event an affected Unit is under contract, Sponsor shall first obtain consent from the Purchaser of said Unit. Sponsor is obligated to construct the premises in accordance with building plans and specifications identified in the Plan .

Sponsor's obligation is to build and complete the Condominium in accordance with the building plans and specifications identified in the Plan. Any modification to or variation therefrom will be first disclosed in an amendment to the Offering Plan.

10. At the closing of title of the Unit, the Sponsor must assign any manufacturer's warranties with respect to equipment and appliances installed in the Unit to the Unit Owner and assign any warranties with respect to equipment and appliances installed in the Common Elements to the Board of Managers.

11. The Purchaser of a Unit will inspect such Unit, with a representative of the Sponsor, during normal business hours approximately three (3) days prior to the Closing Date and will execute at such time an inspection statement acknowledging Purchaser’s acceptance of the Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor’s improvements have not been completed as described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Unit by Sponsor as provided in the Purchase Agreement. Sponsor will have no obligation to complete any work, which is not specifically designated by the Purchaser on the inspection statement. Notwithstanding the foregoing, Sponsor’s obligation is to construct the premises in accordance with all applicable codes and filed plans and specifications and Sponsor will complete any work that does not meet such

obligations. A Purchaser will receive prior notice that a Residential Unit is available for inspection pursuant to this Paragraph, as more particularly set forth in the Purchase Agreement in Part II of the Plan. A Purchaser who fails to inspect such Residential Unit will be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan. After Closing of title to each Residential Unit the Purchaser thereof must comply with the procedures established by the Managing Agent or the Board of Managers regarding such Purchaser's move into the Residential Unit. This will include "move in" fees, which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents cause damage to the Building during the move in. In such an event the move in fees will be used to repair said damage. In the event the move in fees are less than any damage caused, the Purchaser will be responsible for the additional amount. In the event the move in fees are greater than the damage caused, the Purchaser will be refunded the excess amount. At this time the Sponsor will be collecting move in fees from Purchasers in the initial amount of $1,000. In addition, Purchasers will be required to utilize licensed professional movers when moving in and out of the Building. Said movers must carry all-risk general liability insurance in a minimum amount of $1,000,000 per occurrence and name the Board of Managers of the Condominium as additional insured. A copy of said policy must be tendered to the Board a minimum of three (3) business days prior to the scheduled move date.

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

timeframe anticipated by the Multiple Dwelling Law for issuance of a FCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings.

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

13. In view of the fact the Condominium will consist of a Building containing more than five (5) stories the Housing Merchant Implied Warranty Law contained in Article 36-B of the General Business Law is not applicable. Notwithstanding said fact, the Sponsor will correct any defect in the construction of the Unit or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship at variance with the plans and specifications identified in the offering plan and set forth in the architects and/or engineers property description report(s), as may have been changed by Sponsor from time to time provided that it is notified of such defect in writing by certified mail within one (1) year from the date of Closing of Title to the Unit in which the alleged defect exists ("Limited Warranty"). If a defect occurs in an item, which is covered by this warranty, the Sponsor or Sponsor's contractors will (a) repair or (b) replace the item. The choice between repair or replacement is strictly the Sponsors.

Regardless of any limitations in the warranty or in this Offering Plan, Sponsor's obligation cannot go below the duty to construct the premises in accordance with all applicable codes, filed plans and specifications identified in the offering plan, as same may be amended, and locally accepted building practices for items which are not covered by codes. Any conflicts between the disclaimers and the Sponsor's obligation to construct the premise in accordance with all applicable codes and filed plans and specifications identified in the offering plan, shall be resolved in favor of the latter. Any exclusion or modification that does not meet or exceed a relevant, specific, standard of the applicable building code, or in the absence of such standard, a locally accepted building practice, shall be void as contrary to public policy.

Purchaser should note that:

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

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

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

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

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

Regarding the Common Elements of the Condominium the Sponsor will correct any defect in the construction of the Common Elements, or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material at variance with this Offering Plan as may be changed by Sponsor from time to time provided and on condition that Sponsor is notified of or becomes aware of defect(s) within twelve (12) months from the Date of the Closing of the first Residential Unit. In no event will Sponsor be liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan will be to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defect of construction (whether arising as a result of defects in material or improper workmanship or material at variance with the plans and specifications identified in the offering plan and contained within the architects and/or engineers property description report(s)), subject to the terms and conditions (and within the time limits) set forth in this paragraph. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications identified in the offering plan and contained within the architects and/or engineers property description report(s).

In no event will Sponsor be responsible for any condition in the Unit or the Common Elements resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or building materials; (ii) construction issues or defects of an insubstantial nature, such as, without limitation, partial or total loss of

any trees, shrubs, bushes or other landscape improvements that may abut the Building, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90º from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards; (ix) noise from normal plumbing and the HVAC system; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances (except if appliances are dented or chipped due to improper installation); woodwork, millwork and doors; mirrors and after the Residential Unit Closing, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or variations in veining of any natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete and/or paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) terrace tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxiii) subsequent to the Residential Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiv) salting or color variation in exterior colored mortar and deep colored brick;

(xxv) remove mold from the Building or any Unit therein, which was not a result of construction or Sponsor's actions or failure to act, or (xxvi) or normal water penetration in frameless shower doors. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS OR ADVERSE CONSTRUCTION CONDITIONS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING OR RESIDENTIAL UNIT. PURCHASERS WHO PURCHASE A RESIDENTIAL UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR RESIDENTIAL UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING OR RESIDENTIAL UNIT. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD THEREOF. IF PURCHASERS OR ANY BOARD DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

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

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of (i) any immaterial variations from the Plans and specifications identified in the offering plan and contained within the architects and/or engineers property description report(s) or the description of any portion of the Building or a Residential Unit set forth in the Plan or (ii) immaterial variations from the Plans and specifications identified in the offering plan and contained within the architects and/or engineers property description report(s) or the description of any portion of the Building or a Residential Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of Equal or Better Quality than as set forth in the plans and specifications identified in the offering plan and contained within the architects and/or engineers property description report(s) or description in this Plan as solely determined by Sponsor's architect. There is a rebuttable presumption that variations of five (5%) percent or less of the estimated square footage of the Units, closet space and/or cabinet space shall not be considered materially adverse changes to the Units. Any such variation affecting the Property, which is material will be disclosed in a duly filed amendment to the Plan.

Furthermore, Sponsor reserves the right to select the ultimate location of the kitchen and bathroom cabinets, counters and drawers, as same may differ from the locations set forth on the floor plans.

All personal property located within the Residential Unit on the date the Purchase Agreement is executed or that is located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor or anyone else, will be included in the conveyance to Purchaser of their Residential Unit unless specifically excepted in the Plan or Purchase Agreement.

At the closing of title of the Unit, the Sponsor must assign any manufacturer's warranties with respect to equipment and appliances installed in the Unit to the Unit Owner and assign any warranties with respect to equipment and appliances installed in the Common Elements to the Board of Managers.

14. Sponsor agrees to pay for the authorized and proper work involved in the construction and establishment and sale of the Condominium that Sponsor is obligated to complete under the Plan and will cause all mechanics liens with respect to such construction to be promptly discharged or bonded. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred or in connection with the sale of all of the Residential Units held or owned by the Sponsor and will pay all selling expenses including, but not limited to, advertising and printing costs, architect fees, and costs of filing this Offering Plan and amendments thereto.

15. No bond or other security has been posted to secure Sponsor’s obligations.

16. The Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing its 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. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the Common Elements. Sponsor will be obligated to pay for the cost of any utilities it uses as a result of its use of the easements, licenses, rights and privileges of a right-of-way. Finally, the Sponsor 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 the Units in the Condominium. Sponsor will be obligated to repair any damage to the Common Elements and Units caused as a result of its use of the easements, licenses, rights and privileges of a right-of-way to complete the construction of the Condominium. Sponsor's use of the easements, licenses, rights and privileges of a right-of way to complete the Condominium will not preclude a Unit Owner from using its Unit as a single-family residence. Sponsor's right to use of the Common Elements, as described herein, will terminate when the Sponsor ceases to own any Units in the Condominium.

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

18. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the declaration are an accurate copy of portions of the plans of the buildings as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

19. Sponsor and/or the Board of Managers shall have the right to waive Unit Owner obligations to pay Common Charges from and after the first Unit closing for a period to be determined by the Sponsor or the Board of Managers ("Waiver Period") provided the basic operating costs of the Condominium, including without limitation any insurance premiums and reserves by lenders (collectively, "Operating Costs") are paid by either (i) Sponsor ("Sponsor Paid Waiver Period") or (ii) all Unit Owners, including without limitation Sponsor with respect to Unsold Units, according to the allocation of Common Expenses set forth in the Offering Plan ("Unit Owners Paid Waiver Period"). If the Sponsor or Board of Managers elects to waive payment of Common Charges, Sponsor shall disclose such waiver in a post-closing amendment to the Plan, which shall include (i) the expiration date of the Waiver Period and (ii) whether the Waiver Period shall be a Sponsor Paid Waiver Period or a Unit Owners Paid Waiver Period. Purchasers are advised that the Operating Costs during the Waiver Period will likely vary from month to month and that certain seasons or periods may

give rise to more or different costs than other seasons or periods (e.g. seasonal increases in heating and/or cooling costs, costs in the event of a needed repair to a Common Element, etc.). Depending on the occupancy level in the Building it is anticipated that the Operating Costs will increase as the occupancy level of the Building increases. In the event the Sponsor or the Board of Managers thereafter elects to extend the Waiver Period, Sponsor shall (a) notify Unit Owners of such extension at least thirty (30) days prior to the previously disclosed expiration date of the Waiver Period and (b) amend the Plan to disclose the new expiration date of the Waiver Period. Sponsor shall additionally notify Unit Owners of the expiration of the Waiver Period at least thirty (30) days prior to such expiration. Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Board of Managers shall remain obligated to update the budget in accordance with the terms of the Plan. Purchasers should note that, during any Waiver Period (regardless whether the Sponsor Paid Waiver Period or the Unit Owners Paid Waiver Period), Unit Owners will remain responsible for (in addition to their proportionate share of Operating Costs, if applicable) all individual Unit expenses, including without limitation (as applicable) real estate taxes on the Unit, mortgage payments under a loan obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately metered and payable either directly to the utility company or to the Board of Managers for payment to the utility company, the cost of any insurance which the Unit Owner obtains for the Unit and the cost of interior repairs and decorations to the Unit.

XIX. CONTROL BY THE SPONSOR

The Sponsor has the right to maintain a majority of the Board of Managers of the Condominium for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier. Thereafter, the Sponsor shall retain the right to designate a minority of the Board of Managers until such time as Sponsor no longer owns a Unit. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers at any time. The By-Laws do not require a majority of the Board to be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. Further, the Sponsor must enforce its obligations under the plan, as those obligations are described in the plan, and owes a duty to the condominium to do so. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e. purchasing a Residential Unit to live in as opposed to purchasing as an investment. Provisions which give the Sponsor control of the

enforcement of the Sponsor's obligations are not lawful. The Board of Managers, whether or not controlled by the Sponsor, assumes a fiduciary duty to act in the best interests of the Condominium and its Unit Owners.

The first annual meeting of the Residential Unit Owners may not be held until one (1) year after the date of the closing of title to the first Residential Unit in the Condominium. During this time period the Sponsor will be actively undertaking its sales efforts. At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II of the By-Laws, a total of five (5) Members shall be elected or designated. One (1) member shall be elected/appointed by the Commercial Unit Owners and four (4) members shall be elected by the Residential Unit Owners. The term of office of two (1) of the Non-Residential Unit Members shall be fixed for three (3) years, the term of office of two (2) of the Residential Members shall be fixed at three (3) years, the term of office of one (1) of the Residential Unit Members shall be fixed for two (2) years and the term of office of one (1) of the Residential Members shall be fixed at one (1) year until such time as Sponsor no longer owns a Residential Unit. During the Sponsor Control Period, Sponsor will have voting control of the Board of Managers. Until the Commercial Units are sold, Sponsor will retain the right to designate one (1) Non-Residential Member to the Board as the Commercial Unit Owner, which is in addition to Sponsor's right to designate a Residential Member based on Sponsor's ownership of Residential Units. Notwithstanding the foregoing, Sponsor shall not be entitled to designate a majority of the Board after the expiration of the Sponsor Control Period. Notwithstanding that the Board is comprised of Sponsor's designees, all Board members have a fiduciary obligation to manage in the best interests of the Unit Owners, even if doing so conflicts with Sponsor's interests. In the event, however, that a Sponsor controlled Board does not enforce Sponsor's obligations under the Plan, Unit Owners may have to seek other means to enforce such obligations. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers at any time.

The Sponsor will also, during the Sponsor Control Period, have control of maintenance, facilities and services to be provided and will determine the Common Expenses to be paid by all Unit Owners, including the Sponsor and the enforcement of the Sponsor's obligations through the Board of Managers. Sponsor must enforce its obligations under the Plan, as those obligations are described in the Plan, and owes a duty to the Condominium to do so. Purchasers individually or as a group may take legal or administrative action to enforce the Sponsor's obligations to the Condominium. However, they will be unable to do so in the name of the Condominium. In addition, the funds utilized for such actions will either have to be obtained by a special assessment of all Unit Owners excluding the Sponsor or obtained through independent funds of the Unit Owners. In the event the Unit Owners are unsuccessful in an action against the Sponsor, Sponsor has the right to request that the court or administrative department hearing the action grant the Sponsor reimbursement of legal fees, which would be payable by the Unit Owners, excluding the Sponsor.

Sponsor may exercise veto power over expenses other than those required to comply with applicable laws or regulations; to remedy any notice of violation; or to remedy

any work order by an insurer for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five (25) percent of the Common Interest, whichever is sooner.

The first Board of Managers of the Condominium will consist of Zhidong Wu and George Xu, who are both Principals of the Sponsor and Susan Wu, who is an employee of Sponsor. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the first Board as set forth below. The first Board of Managers will call for the first Annual Meeting of the Unit Owners to elect and designate a new Board within one (1) year of the closing of the first Residential Unit. Sponsor will continue to hold annual meetings during the period it controls the Board of Managers. At such time as all of the Residential Units are closed, Sponsor must relinquish control of the Board of Managers. Upon the election and designation of the new Board, the Members of the first Board will resign. Members of the Board of Managers shall not be compensated for their services. Members of the Board of Managers may be removed for cause by an affirmative vote of a majority of the Residential Unit Owners. Officers of the Condominium may be removed with or without cause, at anytime, by the affirmative vote of a majority of the whole Board of Managers.

For a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier, the Board of Managers may not, without the Sponsor's prior written consent, (i) make any additions, alterations or improvements to the Common Elements or to any Residential Unit costing cumulatively more than $25,000, the foregoing not to include necessary repairs and maintenance work; or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; or (iii) hire any employee in addition to the employees referred to in the Plan; or (iv) enter into any contracts not in existence on the date of the first closing of title to a Residential Unit; or (v) borrow money on behalf of the Condominium; or (vi) reduce the services or maintenance set forth in Schedule B; (vii) charge any special assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the condominium; or (viii) increase the Common Charges of the Condominium more than ten (10%) from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize condominium funds or assess the Sponsor for the purpose of commencing a lawsuit against the Sponsor or any of its principals.

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

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or
(iii) to remedy any work order by an insurer; or
(iv) to remedy any matter regarding the health and safety of the occupants of the Building;

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

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

XX. BOARD OF MANAGERS

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

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

Board of Managers

The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of three (3) Members designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Unit Owners. Until succeeded by the Members elected at the first annual meeting of Unit Owners, Members need not be Unit Owners; thereafter, all Members, other than designees or nominees of the Sponsor, shall be Unit Owners. The Members shall be elected or designated at the annual meeting of the Unit Owners.

At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II of the By-Laws, a total of five (5) Members shall be elected or designated. One (1) member shall be elected/appointed by the Commercial Unit Owners and four (4) members shall be elected by the Residential Unit Owners. The term of office of two (1) of the Non-Residential Unit Members shall be fixed for three (3) years, the term of office of two (2) of the Residential Members shall be fixed at three (3) years, the term of office

of one (1) of the Residential Unit Members shall be fixed for two (2) years and the term of office of one (1) of the Residential Members shall be fixed at one (1) year until such time as Sponsor no longer owns a Residential Unit. Separate ballots shall be conducted for each of the three terms of office. Each Residential Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote for each .01% (rounded off to the nearest .01%) of Common Interest attributable to its Unit or Units, for each Board Member to be elected, in proportion to the Common Interest of all Units unless otherwise mandated by law or expressly provided for in the Declaration. Each Commercial Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote for each .01% (rounded off to the nearest .01%) of Common Interest attributable to its Unit or Units, for the Board Member to be elected, in proportion to the Common Interest of all Units unless otherwise mandated by law or expressly provided for in the Declaration, if not appointed. The one nominee(s) on each of the ballots, as the case may be, receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. At the expiration of the initial term of office of each respective Member, the Member's successor shall be elected to serve a term of three (3) years. The Members shall hold office until their successors have been elected and hold their first meeting. Elections are to be held annually. After Sponsors Control Period has ended, Sponsor shall retain the right to designate one (1) Residential Member of the Board of Managers until such time as Sponsor no longer owns a Residential Unit. Until the Commercial Unit is sold Sponsor will retain the right to designate one member to the Board as the Commercial Unit Owner, which is in addition to Sponsor's right to designate a member based on Sponsor's ownership of Residential Units. Notwithstanding the foregoing, Sponsor shall be entitled to designate a majority of the Board after the expiration of the Sponsor Control Period.

Any provisions that give the Sponsor control of the enforcement of the Sponsor's obligations are not lawful. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's board representatives cannot lawfully vote on that issue. The By-Laws do not include a provision that 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, after the end of an initial Sponsor Control Period.

The first Board of Managers of the Condominium will consist of Zhidong Wu and George Xu, who are both Principals of the Sponsor and Susan Wu, who is an employee of Sponsor.

The first annual meeting of the Board of Managers of the Condominium will take place within one (1) year of the closing of the first Residential Unit in the Condominium. Thereafter, annual meetings shall be held on the anniversary date of each succeeding year, unless such date is changed by the Board of Managers.

It shall be the duty of the President to call a special meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Residential Unit Owners. The secretary shall cause a notice of such special meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed to each Residential Unit Owner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the special meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request unless a later date is agreed to in writing by the Residential Unit Owners of the Condominium or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all Residential Unit Owners of the Condominium are present in person or by proxy. See Article II, Section 10 of the By-Laws of the Condominium.

Officers and Members of the Board of Managers shall not be entitled to compensation for serving on the Board.

Removal of Members of the Board of Managers

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

Powers and Duties of Board of Managers

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

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of annual Common Charges, if required, to meet any additional necessary expenses, but said increases can only be assessed among all the Unit Owners pro-rata according to their respective percentage of Common Interest.

2. To collect, use, and expend the Common Charges collected to maintain, care for and preserve the Units, the Building, and other Common Elements;

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

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

5. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in connection with the maintenance, care and preservation of the property. No notice is required to gain access for repairs. Any repairs required as the result of negligence of the Unit Owner will be at the expense of the Unit Owner;

6. To insure and keep insured the General Common Elements, Limited Common Elements and the Units. A Unit Owner may secure supplemental coverage for the Unit and its contents and the liability coverage for the Unit;

7. To collect delinquent Common Charges and special Common Charge assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the house rules or rules and regulations herein referred to;

8. To make reasonable rules and regulations applicable to the Common Elements of Units and Unit Owners and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Unit Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Residential Unit;

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

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

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

12. To make additions, alternations, or improvements to the General Common Elements of the Condominium and those portions of the Condominium which are included in the description of an individual Unit but which service two (2) or more Units in the Condominium;

13. To borrow money on behalf of the Condominium when required in connection with the operation, care upkeep and maintenance of the General Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit;

14. Pursuant to Section 339-y(4) of the New York Real Property Law, the Board of Managers may (but is not obligated to) act as an agent for one or more Unit Owners who have given their written authorization to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Units. In such event, the Board could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Unit;

15. To grant utility or other easements over or to the Common Elements as may, at any time, be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one (1) or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted); and

16. To impose reasonable fines upon Unit Owners for violating the rules and regulations of the Community, as contained in these By-Laws or as promulgated by the By-Laws.

There are no restrictions on who may purchase a Residential Unit in the Condominium except that this offer is made only to persons over eighteen (18) years of age. Each Residential Unit Owner can sell their Residential Unit to whomever they desire. Residential Unit Owners may lease their Residential Units subject to the conditions contained in Section XVIII of the Offering Plan. The Board of Managers does not have the right to approve or disapprove Purchasers.

Any Residential Unit Owner who wishes to enter into a lease for their Residential Unit shall be required to provide the Board of Managers with a copy of the proposed lease prior to its execution. Any lease entered into must contain a provision that the Lessee is subject to the Declaration, By-Laws and Rules and Regulations of the Condominium, the provisions of Article XI, Section 2 of the Condominium By-Laws and the Deed to the Residential Unit. Failure to comply with the above shall be deemed an automatic violation of the By Laws of the Condominium. Rental of a Residential Unit in the Condominium is not currently subject to any local or state regulation and is not subject to a right of first refusal by the Board of Managers.

Liability of Board of Managers and Residential Unit Owners

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

Indemnification of Board of Managers

The Unit Owners of the Condominium 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 the provision of the Declaration or of the By-Laws. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). In the event a Member of the Board of Managers acts in bad faith or contrary to the provisions of the Declaration or By-Laws, the individual Member may be personally liable.

Officers

The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one (1) or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. Officers do not need to be Residential Unit Owners. Two (2) or more offices may be held by the same person, except for the President whom can only hold the office of the President.

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

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

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

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

The Treasurer shall disburse the funds of the Condominium.

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

Repairs, Alterations and Improvements to Common Elements

All maintenance, repairs and replacements to the General Common Elements including but not limited to exterior walls of a Building, windows, roof and roof members, as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located outside the Unit shall be made by the Board of Managers and the cost thereof shall be a Common Charge payable by all Unit Owners. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements. All maintenance, repairs and replacements within and to the Residential Units, whether structural or nonstructural, Ordinary or Extraordinary, will be made by the respective Residential Unit Owners at their expense.

All general maintenance and repairs to Limited Common Elements, including cleaning, snow removal and all repairs not structural in nature, shall be the responsibility of the Residential Unit Owner whose Limited Common Element it is. All repairs, maintenance and any replacement of any heating, cooling or other mechanical system servicing an individual Residential Unit that is located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Residential Unit exclusively shall be the responsibility of the Residential Unit Owner. All repairs to the exterior of any door, building, open area or other generally visible portion of the Condominium must be in conformation with the style and colors initially installed by the Sponsor.

The Condominium shall be responsible for the maintenance, repairs and replacements to all elements of the building which service two (2) or more Residential Units and which are located in the space between the exterior face of the sheetrock wall enclosing the interior of a Residential Unit and the exterior face of the exterior masonry

wall. As such, any Common Elements located within a Residential Unit shall not be considered a part of such Unit.

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

Restoration or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of a Building as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of a Building and the Board of Managers or the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Residential Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Residential Unit Owners do not resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on the Unit, in the order of the priority of such liens.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring a Building, including all of the Units and the bathroom, kitchen and laundry equipment initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein, covering the

interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of a Building. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee of a Unit which shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

Reports to Residential Unit Owners

All Residential Unit Owners will receive within four (4) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement prepared by an independent public accountant, a statement regarding any taxable income attributable to the Residential Unit Owners, and a notice of the holding of the annual Residential Unit Owners meeting. All Residential Unit Owners shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month. During such time as the Sponsor retains a majority of the Board of Managers, the Board shall provide a certified annual statement at the cost of the Condominium.

Amendments

The Declaration may be amended upon a vote of at least sixty-six and two-thirds (66⅔%) percent of the Residential Unit Owners in number held at a duly called meeting of the Residential Unit Owners, provided however, that:

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

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

(iii) No amendment to the Declaration shall affect the Limited Common Elements appurtenant to a specific Residential Unit without the written consent of the specific Residential Unit Owner affected thereby unless required for the health and safety of the Condominium.

(iv) No Amendment to the Declaration shall adversely affect the Commercial Unit Owner without the written consent of the Commercial Unit Owner, unless required for health and safety of the Condominium.

The By-Laws may be amended at any duly called Residential Unit Owners meeting provided:

(i) That the notice of the meeting shall contain a full statement of the proposed amendment;

(ii) That the amendment shall be approved by at least sixty-six and two-thirds (66⅔%) percent of the Residential Unit Owners in number and Common Interest; and

(iii) Said amendment shall be set forth in a duly recorded amendment to the Declaration.

No amendment to the Declaration or By-Laws shall be passed which would affect or impair the validity or priority of the Residential Unit Owners' interest and the interests of holders of a mortgage encumbering a Residential Unit or Residential Units. No amendment to the Declaration or By-Laws shall be passed which would impair or prejudice the rights and priorities of mortgages or the Sponsor.

Units Acquired by the Board of Managers

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

Termination of Condominium

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

Covenant Against Partition of Common Elements

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

XXI. RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS

Sale or Lease of Units

Units can be sold or leased by a Unit Owner provided that the Unit Owner is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale).

Any Residential Unit Owner who wishes to enter into a lease for their Residential Unit shall be required to provide the Board of Managers with a copy of the proposed lease prior to its execution. Any lease entered into must contain a provision that the Lessee is subject to the Declaration, By-Laws and Rules and Regulations of the Condominium, the provisions of Article XI, Section 2 of the Condominium By-Laws and the Deed to the Residential Unit. Failure to comply with the above shall be deemed an automatic violation of the By-Laws of the Condominium. Rental of a Residential Unit in the Condominium is not currently subject to any local or state regulation and is not subject to a right of first refusal by the Board of Managers.

A Residential Unit Owner is free to make a gift of the Residential Unit Owner's Unit to anyone during the Residential Unit Owner's lifetime or to devise the Residential Unit by will, or to have it pass by intestacy without any restriction. The restrictions regarding the sale or lease of a Residential Unit shall not pertain to the Sponsor.

The Board of Managers may not discriminate against any person on the basis of race, creed, color, national original, sex, sexual orientation, age, disability, marital status or other grounds prohibited by law, in its sale or lease of any Residential Unit which it acquires.

The terms on leases of Residential Units are not currently subject to any state or local laws.

Each Unit Owner, on the closing of title to his or her Unit shall be required to execute a Power of Attorney in the form contained in Part II of this Plan as Exhibit E, as same may be amended from time to time as required by applicable law, constituting the fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners, and otherwise acting in accordance with the Condominium's Declaration and By-Laws designating the Sponsor as Purchaser's attorney-in-fact to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of a Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units 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 as described in Article Tenth, Section (c) of the Declaration of Condominium.

No Unit can be sold without a simultaneous sale of the undivided interest in the Common Elements.

Real Property Law Section 339-kk

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York any non-occupying owner who rents a Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. A complete copy of Section 339-kk of the Real Property Law is contained in Part II of the Plan as Schedule M.

Restrictions on Occupancy and Use

Occupancy of a Residential Unit may only be for residential purposes in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

Pursuant to the New York City zoning code, the lawful uses permitted in the Commercial Unit include retail, health care uses, child care/day care uses and educational uses. Notwithstanding the foregoing, the Commercial Units shall not be used for any illegal uses or for the following uses: pornography stores, drug treatment facilities or homeless shelters.

The Parking Space Unit may only be utilized for the purpose of the parking of permitted automobiles. Parking Space Unit may not be used for storage and may not be enclosed.

The By-Laws of the Condominium contain the following use restrictions: No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Unit Owners, their families, employees, guests and any permitted pets shall not use or permit the use of the Units and Common Elements in any manner that would be illegal, disturbing or a nuisance to other Unit Owners. No Unit Owner shall put any advertisement, poster, or signs, including for-sale signs of any kind in or on the Condominium without the consent of the Board of Managers. It is prohibited to hang any item (including but not limited to, garments, rugs, etc.) from the windows or from a Building or to string clothes lines on or over the Common Elements or to use any of the Common Elements for storage unless designated for such use. No Residential Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Residential Unit. All Residential Unit Owners must maintain

their thermostat at a minimum of sixty (60º) degrees Fahrenheit to avoid pipes from freezing. Any Unit Owner failing to adhere to this provision shall be responsible for any and all damage to the Condominium or any other Unit as a result thereof. See Schedule J, Article VIII for complete details.

Restrictions on Pets

No animals shall be kept or harbored in the Condominium or any Residential Unit except for the following: one (1) dog weighing sixty (60) pounds or less; one (1) household cat; one (1) domestic bird and one (1) domestic fish tank. Fish tanks and/or aquariums shall not exceed one-hundred (100) gallons. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. The Board of Managers may require the permanent removal of any animal kept in a Residential Unit that is not in compliance with the above as well as any animal causing or creating a nuisance or unreasonable disturbance or noise upon three (3) days written notice from the Board of Managers.

In no event shall any pet be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash. All Unit Owners shall be responsible for picking up and disposing of their pets' waste and for any damage caused by their pets to any Common Elements of the Condominium and shall comply with the local and municipal rules and regulations regarding pets. In no event may any Unit Owner maintain a "pit-bull" or other potentially dangerous dog or other dangerous animal in any Unit or within the Condominium. No pigeons or other birds or animals shall be fed from the window sills, balconies, terraces or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Board setting forth such other rules regarding pets as the Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

Mortgage of Residential Units by Residential Unit Owners

A Unit Owner may mortgage the Unit Owner's Unit at any time after the Unit Owner acquires title to the Unit in whatever amount and under whatever terms the Unit Owner can obtain provided the Unit Owner first notifies the Board of Managers. Any Unit Owner may, upon the resale of their Unit, grant a purchase money mortgage to a purchaser of their Unit. A Unit Owner may mortgage their Unit only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Common Charges Assessment and Collection

The Board of Managers will prepare and furnish its budget to the Residential Unit Owners and their mortgagees annually. Based upon such budget and any modification thereof approved by the Board of Managers, all the Unit Owners will be charged for the

cost of the Common Expenses for operation of the Condominium in accordance with their interest in the Common Elements.

The charges assessed by the Board of Managers ("Common Charges"), in addition to the cost of repairing and maintaining the Common Elements, assessments and other normal operational costs, may include, in the discretion of the Board of Managers, reserves, working capital and other sums necessary to carry on the affairs of the Condominium. In addition, Common Charges may have to be increased as a result of Residential Unit Owners not paying their Common Charges.

The estimate of Condominium expenditures in Schedules A and B were made by the Sponsor and passed upon by Akam, having an office address at 99 Park Avenue, 14th FL, NY, NY, 10016. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for fire and other casualty insurance on the Building and the Common Elements, public liability and property damage insurance, legal and accounting expenses, supplies, a contingency reserve and other Common Expenses of the Building as set forth in Schedule B. The Common Charges do not include maintenance, repairs or decoration of interior of the Residential Units or portions thereof, payments required pursuant to the terms of Unit Owners' mortgages or real estate taxes covering the individual Residential Units.

The Common Charges which may be collected monthly by the Board of Managers and other costs of maintenance of the Units are set forth on Schedule A. See Schedule B-1 for estimated electrical, heating and other utility costs for the Residential Units. However, additional services which the Residential Unit Owners may desire or other factors can increase these charges.

The initial Board of Managers may commence the collection of Common Charges upon the closing of title to the first Residential Unit or at any subsequent date as in its sole discretion it may determine. Prior to the collection of Common Charges, Sponsor shall be obligated to provide all the services disclosed in the first-year budget at its sole expense. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice, or statement to Purchaser's. Thereafter, Sponsor shall also disclose such fact in the post-closing Amendment to the Offering Plan as a benefit to subsequent Purchasers. The Board's collection of Common Charges will be in an amount necessary to carry out the duties of the Board of Managers as is set forth in this Offering Plan and such Common Charges shall be paid by the Unit Owners and the Sponsor as Owner of the unsold Units in accordance with the Common Interest set forth herein. The Common Charges will initially be placed in an account in the name of the Board of Managers in a bank authorized to do business in the State of New York.

Sponsor and/or the Board of Managers shall have the right to waive Unit Owner obligations to pay Common Charges from and after the first Unit closing for a period to be determined by the Sponsor or the Board of Managers ("Waiver Period") provided the basic operating costs of the Condominium, including without limitation any insurance premiums and reserves by lenders (collectively, "Operating Costs") are paid by either (i) Sponsor ("Sponsor Paid Waiver Period") or (ii) all Unit Owners, including without limitation Sponsor with respect to Unsold Units, according to the allocation of Common Expenses set forth in the Offering Plan ("Unit Owners Paid Waiver Period"). If the Sponsor or Board of Managers elects to waive payment of Common Charges, Sponsor shall disclose such waiver in a post-closing amendment to the Plan, which shall include (i) the expiration date of the Waiver Period and (ii) whether the Waiver Period shall be a Sponsor Paid Waiver Period or a Unit Owners Paid Waiver Period. Purchasers are advised that the Operating Costs during the Waiver Period will likely vary from month to month and that certain seasons or periods may give rise to more or different costs than other seasons or periods (e.g. seasonal increases in heating and/or cooling costs, costs in the event of a needed repair to a Common Element, etc.). Depending on the occupancy level in the Building it is anticipated that the Operating Costs will increase as the occupancy level of the Building increases. In the event the Sponsor or the Board of Managers thereafter elects to extend the Waiver Period, Sponsor shall (a) notify Unit Owners of such extension at least thirty (30) days prior to the previously disclosed expiration date of the Waiver Period and (b) amend the Plan to disclose the new expiration date of the Waiver Period.

Sponsor shall additionally notify Unit Owners of the expiration of the Waiver Period at least thirty (30) days prior to such expiration. Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Board of Managers shall remain obligated to update the budget in accordance with the terms of the Plan. Purchasers should note that, during any Waiver Period (regardless whether the Sponsor Paid Waiver Period or the Unit Owners Paid Waiver Period), Unit Owners will remain responsible for (in addition to their proportionate share of Operating Costs, if applicable) all individual Unit expenses, including without limitation (as applicable) real estate taxes on the Unit, mortgage payments under a loan obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately metered and payable either directly to the utility company or to the Board of Managers for payment to the utility company, the cost of any insurance which the Unit Owner obtains for the Unit and the cost of interior repairs and decorations to the Unit.

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

The Sponsor shall be liable for the Common Charges, special Common Charge assessments, real estate taxes and individual utility costs of all Residential Units to which title has not been transferred to a Purchaser commencing when Common Charges are first collected by the Board of Managers. Once title has passed to a Purchaser, the Purchaser shall be solely responsible for all costs associated with the Residential Unit including but not limited to Common Charges, any special Common Charge assessments, real estate taxes and all individual utility costs.

Liens for the Non-Payment of Common Charges

Under Section 339-z of the Real Property Law of the State of New York, the Board of Managers shall have a lien against each Unit for its unpaid Common Charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after resale of a Unit except that the Board shall, in accordance with the Declaration, release the lien and right to collect unpaid Common Charges against any purchaser of a Unit where such purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action.

The Board of Managers may foreclose the lien in the same manner as a mortgage on real property or being a separate action to collect the unpaid Common Charges and in doing so shall be entitled to recover all costs incurred including reasonable attorney's fees. The liability of each Unit Owner for the payment of Common Charges thereafter assessed against the Unit Owner's Unit shall terminate upon a sale, transfer or conveyance of such Unit in accordance with the provisions of the Condominium Declaration and By-Laws. Further, any Unit Owner may convey their Unit to the Board of Managers or its nominee, on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and By-Laws, and in such event the Unit Owner shall be exempt from any Common Charges thereafter assessed, but not relieved of their obligation to pay the Unit Owner's mortgage. However, a Unit Owner may not be exempt from liability for the Unit Owner's Common Charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit Owner's Unit.

Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges assessed against such Unit prior to the acquisition of such Unit by the Purchaser, except that a first mortgagee who acquires title to a Unit or a Purchaser at a foreclosure sale shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges assessed prior to the acquisition of title to such Unit by the first mortgagee or purchaser at a foreclosure sale. In such event and in the event of a foreclosure by the Board of Managers of its lien on any Unit for unpaid Common Charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for

in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges.

Repairs, Alterations and Improvements to the Units

No Residential Unit Owner shall make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to the Residential Unit Owner's Residential Unit, any Limited Common Element or any portion of the Condominium which affects two (2) or more Residential Units, without the prior written approval of the Board of Managers. Furthermore, no Residential Unit Owner may alter or remove any interior wall without the prior written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed addition, alteration or improvement. No Residential Unit Owner will make any addition, alteration or improvement of a structural nature in or to any Residential Unit, any Limited Common Element or any portion of the Condominium which affects two (2) or more Residential Units, without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its members and officers, and all Residential Unit Owners from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the City of New York or any other governmental agency. In the event the Board of Managers chooses to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from their alterations, additions or improvements to their Residential Unit.

Any application to any department of The City of New York or any other governmental authority for a permit to make an addition, alteration or improvement in or to any Residential Unit shall be completed by the Residential Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, 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 above provisions regarding changes to a Residential Unit shall not apply to Residential Units owned by the Sponsor or its designee until such Residential Units shall have been initially conveyed to a bona fide purchaser by the Sponsor or such designee.

All maintenance (including electrical repairs and plumbing stoppages in the Units, interior painting and decorating of the Units), repairs and replacements to the interior of the Units including repairs to the heating/air conditioning system servicing said Unit whether inside or outside the Unit, all appliances located therein, pipes, wires and conduits servicing a single Unit other than as may be set forth in the Condominium By-Laws shall be made by the respective Unit Owner at the Unit Owner's sole cost and expense. All maintenance and repair to the interior portion of the window area and doors which open from a Unit are the responsibility of the Unit Owner at the Unit Owner's sole cost and expense. All maintenance, repair and replacement to the external portion of the window area, the actual window and external portion of the doors which open from a Unit will be the responsibility of the Condominium, unless the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Unit are caused as a direct result of the negligence or act of a Unit Owner. In such an event it shall be the Unit Owners responsibility to repair or replace the external portion of the window, the window or the external portion of the doors which open from a Unit.

All general maintenance and repairs to the balconies or terraces that are Limited Common Elements, including cleaning, snow removal and all repairs not structural in nature, (including maintenance or replacement of the surface of the balconies or terraces), shall be the responsibility of the Residential Unit Owner whose balcony or terrace is appurtenant to their Residential Unit and is a Limited Common Element of their Residential Unit. Although the cost of repairs and replacements of the Limited Common Elements shall be borne by the Residential Units Owners, the Board of Managers shall be charged with performing all such repairs and replacements at the Residential Unit Owners sole cost and expense.

In the event that the Residential Unit Owner fails to make any repair or creates any condition which affects a Building, the General Common Elements, the Limited Common Elements, or any other Residential Unit, the Board of Managers, may, upon notice given in accordance with the provisions of the By-Laws, make such repair or correct such condition and charge the Residential Unit for the cost of such service.

In the event it becomes necessary for the Board of Managers to bring any lawsuit or other proceeding to enforce its right to make such repair or correct such condition or to collect any sum due on account thereof, the Board of Managers shall also be entitled to collect reasonable attorney's fees in connection with such suit or proceeding.

Prospective Purchasers should refer to Section XVII of the Offering Plan for repairs, alterations and improvements to the General and Limited Common Elements.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring a Building, including all of the Units and the bathroom, kitchen

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

The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit or the Common Elements, if any, exclusive and/or appurtenant thereto. Consequently, all Unit Owners are required to obtain and maintain (i) a personal liability policy if such Unit Owner is an individual, or (ii) commercial general liability insurance if such Unit Owner is a corporate entity, against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, plus at least $1,000,000 umbrella liability coverage. Further requirements with respect to such insurance are more particularly set forth in the Condominium By-Laws. In addition, all Unit Owners are urged to obtain property and casualty insurance with respect to the fixtures, furniture, improvements, furnishings and other personal property located within their respective Units. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. All insurance policies required to be maintained by the Condominium Board will be on a "replacement cost" and will not cover losses to the extent that market value may exceed such replacement cost.

In addition to the insurance set forth herein, the Purchaser will be required to insure their personal effects and the interior of the Residential Unit itself for fire and liability. Such insurance will be payable by the Purchaser directly.

The proceeds of all policies of physical damage insurance carried by the Board shall be payable to the Insurance Trustee if the loss shall amount to more than $40,000 to be applied for the purpose of repairing, restoring or rebuilding a Building unless otherwise determined by the Residential Unit Owners, as hereinafter set forth.

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 the Residential Unit Owners or of the invalidity arising from any acts of the insured or any Residential Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of

premiums shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

The amount of fire insurance to be maintained on the entire Building upon the transfer of title to the first Residential Unit and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be in the amount reflected in the footnotes to Schedule B, the budget for the first year of operation of the Condominium. The Board of Managers shall review the amount of fire insurance annually.

A New York Bank or Trust Company shall be the Insurance Trustee unless or until replaced by a bank or trust company in the State of New York, designated by the Board of Managers. In the event that the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Board of Managers. The 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 the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a General Common Expense. The Board of Managers shall also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all employees of the Condominium who handle Condominium funds; (2) Worker's Compensation insurance; and (3) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each Member of the Board of Managers and each Unit Owner, in such limits as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year.

The public liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be a limit of $1,000,000 per occurrence covering all claims for bodily injury and for property damage arising out of any one (1) occurrence in the Common Elements.

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

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

The insurance the Sponsor will initially procure for the Condominium will contain officers and director's liability or fidelity bond insurance.

The Board will arrange for repair of the Units in the event of casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units,

the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units, after fire or casualty and condemnation provisions see Article VII and XII of the By-Laws. In the event of a casualty loss, the Unit Owners will continue to pay the Common Charges on his or her Unit.

Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy. See Schedule B for the estimated insurance costs of the Condominium.

Access by Board of Managers

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

By-Laws and Rules and Regulations

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

The provisions of the By-Laws which requires Members of the Board of Managers to be Residential Unit Owners will not apply to the first Board of Managers or any Sponsor designees to the Board of Managers.

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Common Elements or located in other Units and servicing the Unit Owner's Unit. Further, each Unit Owner will have an easement for the continuance of any encroachment by their Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter as a result of the settling of the Units or repair or alteration of the Unit by the Board of Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, or by reason of an alteration made by the Board to the Common Elements so that any such encroachment may remain undisturbed

so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units.

Each Residential Unit Owner will have, in common with all other Residential Unit Owners and each Residential Unit will be subject to, an easement for the use of a Residential Unit's Limited Common Elements and any facilities located therein, including but not limited to, such easement as will be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Residential Unit Owner's Residential Unit and an easement to connect to existing utilities including, but not limited to, utilities for gas, electricity, water and ventilation.

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

The Board of Managers, its agents and employees shall have a right of access to the Units and to the Common Elements (irrespective of the restricted nature of such Common Element) to inspect, maintain or repair the Common Elements or any pipe, wire, or conduit therein or to make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Unit Owners percentage of ownership in the Common Elements of the Condominium and percentage of liability for the payment of General Common Charges. Each Unit Owner has the percentage of Common Interest in the Condominium set forth on Schedule A.

The Common Interest of each Unit has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Said method of determining the percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i (1) (iv) of the Real Property Law of the State of New York. This percentage determines the amount that the Residential, Commercial and Parking Space Unit Owners will pay for their Common Charges.

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

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

XXII. REAL ESTATE TAXES

In accordance with the New York State Condominium Act, real estate taxes applicable to each Unit will be separately assessed and taxed as a separate Lot and the Unit Owner will not be responsible for payment of or subject to any lien arising from nonpayment of taxes for another Unit. The estimated monthly costs and charges to be incurred by the Owner of each Unit in the first year in which the Property will be fully subject to real estate taxes together with estimated insurance costs for the fire and liability insurance on each Unit and other carrying costs are set forth on Schedule A.

Pursuant to an opinion letter dated February 26, 2023, from Highpoint Incentive Inc., 715 Virginia Street, Far Rockaway, NY 11691 ("Highpoint"), after construction of the Condominium multiple residential Class A units would be categorized as a Tax Class 2, with a tax rate of 12.267% (ie. 12.267 per $100 of assessed value, the final 2023/2024 tax rate. The non-residential retail units will be categorized as Tax Class 4 with a tax rate of 10.646% (ie. 10.646% per $100 of assessed value) the final 2023/2024 tax rate. The parking units will be categorized as Tax Class 4 with a tax rate of 10.646% (ie. 10.646% per $100 of assessed value) the final 2023/2024 tax rate [although it is unlikely that the tax rate will remain as it is currently]).

The total residential estimated assessed value of the property (ie. The aggregate net square footage of all residential units being approximately 43,857 sq ft) for tax year 2024/2025 being the first year of condominium operation. The anticipated first year of condominium operation is to begin on July 1, 2024 through June 30, 2025. The total assessed value and real estate tax liabilities will be approximately as follows:

Residential Units:

Assuming the tax rate for the 2023/2024 tax year remains the same as the 2024/2025 tax year @ 12.267 per $100 of assessed value, Tax Class 2, the estimated assessed value for the 2024/2025 tax year is $4,854,915.03. The estimated taxes based on post-completion assessment for the Residental Units for the first year of Condominium operation will be $595,560.19.

Commercial Units:

Assuming the tax rate for the 2024/2025 tax year remains the same as the 2023/2024 tax year@ 10.646% per $100 of assessed value, Tax Class 4, the estimate assessed value for the 2024/2025 tax year is $675,784.33. The estimated taxes based on post-completion assessment for the Commercial Units for the first year of Condominium operation will be $71,944.

Parking Space Units:

Assuming the tax rate for the 2024/2025 tax year remains the same as the 2023/2024@ 10.646% per $100 of assessed value, Tax Class 4. The estimated assessed

value for the 2025/2025 tax year is $309,966.56. The estimated taxes based on post-completion assessment for the Parking Space Units for the first year of Condominium operation will be $32,999.04.

See Highpoint letter herein at page 115.

XXIII. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The Sponsor has been advised by its counsel, Moritt Hock & Hamroff LLP, that each Residential Unit Owner will be entitled under present law to a deduction for Federal and New York State income tax purposes for the real estate taxes paid by him covering his Residential Unit, up to a maximum of $10,000 per year, inclusive of state and local taxes, and, provided the Residential Unit is used as the Residential Unit Owner's primary residence or one (l) other residence that the Residential Unit Owner selects pursuant to Section 163(h) of the Internal Revenue code of 1986 and the Tax Cuts and Jobs Act of 2017, for the interest paid by the Residential Unit Owner on any mortgage covering the Residential Unit Owner's Unit, up to a maximum loan amount of $750,000. Purchasers should note that the $10,000 per year tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000 threshold. See the Opinion of Counsel in Section XXIII of the Offering Plan. Similarly, the Sponsor has been advised by counsel that certain Residential Unit Owners who are veterans of the United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their respective Residential Units.

The Sponsor has been advised by its counsel that the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional Common Charge.

Sponsor has also been advised that pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Residential Units are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations, as it relates to income derived from Common Charges. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the members of the Condominium, or property within the Condominium held by the members of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal

Revenue Code and as a result the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXI of the Offering Plan. ***Purchasers should note that Moritt Hock & Hamroff LLP is counsel for the Sponsor and Purchasers should consult with their own attorneys or tax professionals to verify any statements made within this section of the Offering Plan.***

Moritt Hock & Hamroff LLP
ATTORNEYS AT LAW

XXIV. OPINION OF COUNSEL

October 6, 2023

33rd Street Ventures, LLC
60 Cutter Mill Road, Ste. 405
Great Neck, New York 11021

Re: 37-34 33rd Street Condominium

Gentlepeople:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage up to a maximum loan amount of $750,000 in the aggregate, which becomes a lien on a Condominium Residential Unit and real estate taxes payable by a Residential Unit Owner, up to a maximum of $10,000 per year (inclusive of state and local taxes), which are assessed against their Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal and New York State Income Taxes payable by the owner of such Condominium Residential Unit. Purchasers should note that the $10,000 per year tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000 threshold.

We have given this matter careful study, and it is our opinion that, pursuant to the provisions of the Internal Revenue Code of 1986 (the "Code") (See Revenue Ruling 64-31, C.B. 1964-300) and the corresponding provision of the New York State Law (See Section 615 of the Tax Law) and the Tax Cuts and Jobs Act of 2017, such interest payments and the aforesaid real estate payments are proper deductions by the Home Owner of a Condominium Residential Unit, in connection with their Federal and New York State income taxes. Similarly, we are of the opinion that each Condominium Residential Unit Owner whose Residential Unit is either their principal residence or the one other residence they select pursuant to Section 163 (h) (5) (A) (i) (II) of the Code will be entitled, under Section 216 (a) (2) of the Code and Section 615 (a) of the State Law, and the Tax Cuts and Jobs Act of 2017, to deduct interest paid or accrued by them on any mortgage which becomes a lien on their Condominium Residential Unit, up to a maximum amount of $750,000.

The Residential Unit may be so selected if the Residential Unit Owner either uses it as a residence within the meaning of Code Section 280A (d) (1) (i.e., they use it for personal purposes for a number of days which exceed the greater of fourteen (14) days, or ten (10%) percent of the number of days during the year for which the Residential Unit is rented at a fair rental), or neither rents nor uses the Residential Unit at any time during the year.

In addition, certain Residential Unit Owners who are veterans of the United State Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their Residential Unit.

In adding a new Section 528 to the Code, the Tax Reform Act of 1976 affords certain Condominiums and Associations, substantially all of whose Residential Units are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium or Association properties, which properties, as defined in Section 528 of the Code, include property held by the Condominium or Association, or property within the Condominium or Association. Based upon our examination of the Offering Plan and subject to the Condominium or Association, if one is formed, actually satisfying the minimum percentage income and expenditure criteria set forth above, which is likely, it is our opinion that the Condominium or Association will be eligible to be treated as a tax-exempt organization under Section 528 of the Code.

Such an election will exempt from Federal and New York State Income Taxation all amounts received by the Condominium from the Residential Unit Owners as membership dues, fees or assessments. The Condominium will be taxed, however, on any excess of income over expenses from unrelated sources. Examples of unrelated sources of income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. In the event either the Condominium or the Association fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from accumulated revenues received by virtue of dues, fees and assessments received from Residential Unit Owners and unrelated sources of income, not expended in any taxable year, be subject to Federal and New York State Income Taxation (see Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium including Revenue Rulings 74-17, 74-99, 75-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case each Residential Unit Owner's assessment for such purposes would add to their tax basis.

Although the Condominium described in the Plan may be deemed a taxable entity under such Rulings, assuming that all expenses are designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other than with respect to incidental investment income, such as interest earned on reserve funds deposited in bank accounts.

We have examined the exceptions to title set forth in Section XIII of the Offering Plan, and we are of the opinion that none of such exceptions of title are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of the Purchaser's Unit as set forth in the Offering Plan.

We have examined the Declaration and By-Laws pertaining to the proposed Condominium. It is our opinion that the Declaration and By-Laws, when recorded, will validly create a Condominium in accordance with Article 9-B of the Real Property Law of the State of New York.

In addition, we note that the percentage of Common Interest for each Residential Unit as contained in Schedule A has been determined based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular unit. In our opinion, this is a proper method of determining the percentage of Common Interest in a Condominium and complies with Section 339-i (1)(iv) of the Real Property Law.

In our opinion, the Condominium will be eligible for tax exempt status, if it so elects, and Residential Unit Owners will be entitled to the above-mentioned income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the given facts and documents referred to above Owners not to be or to cease to be entitled to the benefits or the level or duration of benefits described above).

Moritt Hock & Hamroff LLP
ATTORNEYS AT LAW

No assurances can be given that the tax laws upon which counsel base this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium, the selling agent or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease to meet the requirements of section 528 of the Internal Revenue Code of 1986, as amended, 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

It is our understanding that this letter will be made a part of the Offering Plan of 37-34 33rd Street Condominium and we consent to its inclusion therein.

Very truly yours,

MORITT HOCK & HAMROFF LLP

By: _____
Anthony J. Ficara, Partner

Highpoint Incentive Inc
715 Virginia Street
Far Rockaway, NY 11691
Yehuda_moseson@hotmail.com
(516)459-3559

33rd Street Ventures LLC
60 Cuttermill Road, Suite 405
Great Neck, NY 11021

February 26, 2023

Re: 37-34 33rd Street
Long Island City, NY, 11101
Block: 374 Lot 33

Opinion Letter regarding tax liabilities
Project Details: Sixty-four (64) Class A Apartments – 2 Retail Units/32 Parking Units

To Whom It May Concern,

You have requested us to advise you with an opinion regarding the real estate tax liabilities available to the above captioned premises (the 'site').

Tax Liabilities:
The real property tax liabilities will be divided based on percentages of common interest for each condominium unit. As per Rules and Regulations set by the Department of Finance, multiple residential Class A units would be categorized as a Tax Class 2, with a tax rate of 12.267% (ie. 12.267 per $100 of assessed value, the final 2023/2024 tax rate. The non-residential retail units will be categorized as Tax Class 4 with a tax rate of 10.646% (ie. 10.646% per $100 of assessed value) the final 2023/2024 tax rate. The parking units will be categorized as Tax Class 4 with a tax rate of 10.646% (ie. 10.646% per $100 of assessed value) the final 2023/2024 tax rate [although it is unlikely that the tax rate will remain as it is currently]). The total assessed value and real estate tax liabilities will be approximately as follows.

Conclusion Residential:
Based solely on these representations, and provided the building is constructed in accordance with the plans and specifications approved by the New York City Department of Buildings.

The total residential estimated assessed value of the property (ie. The aggregate net square footage of all residential units being approximately 43,857 sq ft) for tax year 2024/2025 being the first year of condominium operation. Assuming completion of construction by July 1, 2024, the anticipated first year of condominium operation is to begin on July 1, 2024 through June 30, 2025.

Assuming the tax rate for the 2023/2024 tax year remains the same as the 2024/2025 tax year @ 12.267 per $100 of assessed value, Tax Class 2, the estimated assessed value for the 2024/2025 tax year is $4,854,915.03. The estimated tax for the first year of condominium operation will be $595,560.19.

July 1, 2024 – June 30, 2025
2024/2025 Tax Year

Unit	Square feet	Assessed Valuation	Annual Tax
2A	889	$98,560.36	$12,090.40
2B	569	$63,083.06	$7,738.40
2C	851	$94,347.43	$11,573.60
2D	843	$93,460.50	$11,464.80
2E	619	$68,626.39	$8,418.40
2F	810	$89,801.90	$11,016.00
2G	589	$65,300.39	$8,010.40
2H	455	$50,444.28	$6,188.00
2I	514	$56,985.40	$6,990.40
2J	560	$62,085.26	$7,616.00
2K	888	$98,449.49	$12,076.80
Total	7587	$841,144.46	$103,182.20

July 1, 2024 – June 30, 2025
2024/2025 Tax Year

Unit	Square feet	Assessed Valuation	Annual Tax
3A	889	$98,560.36	$12,090.40
3B	569	$63,083.06	$7,738.40
3C	851	$94,347.43	$11,573.60
3D	843	$93,460.50	$11,464.80
3E	619	$68,626.39	$8,418.40
3F	810	$89,801.90	$11,016.00
3G	583	$64,635.20	$7,928.80
3H	577	$63,970.00	$7,847.20
3I	514	$56,985.40	$6,990.40
3J	560	$62,085.26	$7,616.00
3K	888	$98,449.49	$12,076.80
Total	7703	$854,004.99	$104,760.80

Unit	Square feet	Assessed Valuation	Annual Tax
4A	889	$98,560.36	$12,090.40
4B	569	$63,083.06	$7,738.40
4C	851	$94,347.43	$11,573.60
4D	843	$93,460.50	$11,464.80
4E	619	$68,626.39	$8,418.40
4F	810	$89,801.90	$11,016.00
4G	583	$64,635.20	$7,928.80
4H	577	$63,970.00	$7,847.20
4I	514	$56,985.40	$6,990.40
4J	560	$62,085.26	$7,616.00
4K	888	$98,449.49	$12,076.80
Total	7703	$854,004.99	$104,760.80

Unit	Square feet	Assessed Valuation	Annual Tax
5A	889	$98,560.36	$12,090.40
5B	569	$63,083.06	$7,738.40
5C	851	$94,347.43	$11,573.60
5D	843	$93,460.50	$11,464.80
5E	619	$68,626.39	$8,418.40
5F	810	$89,801.90	$11,016.00
5G	583	$64,635.20	$7,928.80
5H	577	$63,970.00	$7,847.20
5I	514	$56,985.40	$6,990.40
5J	560	$62,085.26	$7,616.00
5K	888	$98,449.49	$12,076.80
Total	7703	$854,004.99	$104,760.80

Unit	Square feet	Assessed Valuation	Annual Tax
6A	889	$98,560.36	$12,090.40
6B	569	$63,083.06	$7,738.40
6C	851	$94,347.43	$11,573.60
6D	843	$93,460.50	$11,464.80
6E	619	$68,626.39	$8,418.40
6F	810	$89,801.90	$11,016.00
6G	583	$64,635.20	$7,928.80
6H	577	$63,970.00	$7,847.20
6I	514	$56,985.40	$6,990.40
6J	560	$62,085.26	$7,616.00
6K	888	$98,449.49	$12,076.80
Total	7703	$854,004.99	$104,760.80

July 1,1024 – June 30, 2025
2024/2025 Tax Year

Unit	Square feet	Assessed Valuation	Annual Tax
7A	895	$91,929.56	$11,277.00
7B	623	$69,069.86	$8,472.80
7C	618	$68,515.52	$8,404.80
7D	802	$88,914.97	$10,907.20
7E	577	$63,970.00	$7,847.20
7F	507	$56,209.34	$6,895.20
7G	554	$61,420.07	$7,534.40
7H	882	$97,784.29	$11,995.20
Total	5458	$597,750.61	$73,333.80

Conclusion: Retail Units

Based solely on these representations provided the build is constructed in accordance with the plans and specifications approved by the New York City Department of Buildings.

The total retail estimated assessed value of the property (ie. the aggregate net square footage of the retail units being approximately 7820 square feet) for tax year 2023/2025 being the first year of condominium operation. Assuming completion of construction by July 1, 2024, the anticipated first year of condominium operation is to begin July 1, 2024 through June 30, 2025.

Assuming the tax rate for the 2024/2025 tax year remains the same as the 2023/2024 tax year @ 10.646% per $100 of assessed value, Tax Class 4, the estimate assessed value for the 2024/2025 tax year is $675,784.33. The estimated tax for the first year of condominium operation will be $71,944.

Schedule for 2024/2025 Tax year
July 1, 1014 – June 30, 2025
2024/2025 Tax Year

Unit	Square feet	Assessed Valuation	Annual Tax
Retail 1	4027	$348,003	$37,048.40
Retail 2	3793	$327,781.32	$34,895.60
Total	7820	$675,784.32	$71,944.00

Conclusion: Parking units

Based solely on these representations provided the building is constructed in accordance with the plans and specifications approved by the New York City Department of Buildings.

The total parking units estimated assessed value of the property, (ie. the aggregate net square footage of the parking units being 4896 square feet), for the tax year 2024/2025 being the first year of condominium operation. Assuming completion of construction by July 1, 2024, the anticipated first year of condominium operation is to begin July 1, 2024 through June 30, 2025,

Assuming the tax rate for the 2024/2025 tax year remains the same as the 2023/2024 @ 10.646% per $100 of assessed value, Tax Class 4. The estimated assessed value for the 2025/2025 tax year is $309,966.56. The estimated tax for the first year of condominium operation will be $32,999.04.

Schedule for 2024/2025 Tax year
July 1, 2024 – June 30, 2025
2024/2025 Tax Year

Unit	Square feet	Assessed Valuation	Annual Tax
32 Parking units	4896	$309,966.56	$32,999.04

The estimate is based on the net amount of zoning square footage in the building; however, the actual taxes will be prorated to the percent of common interest and the percent that each unit occupies. You are advised that this projection is an estimate as it is unlikely that the post-construction assessed value and tax for each residential and/or parking units' proportionate share of the total assessment and tax amount shown.

Although the aforesaid estimate of the Actual Assessed Valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on the interpretation of the Administrative Code and the applicable rules and regulations of the City of New York.

Though we believe our opinions are well founded, they are not intended and should not be construed as warranties or guarantees or representation as to future assessed valuations of the property under discussion and we accept no responsibility or liability in the event that the figures of projections set forth herein are incorrect or inaccurate. In no event will this firm, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater than estimated above, or if the administrative code and the applicable rules and regulations of the City of New York are changed in the future, or if the facts as represented prove to be untrue.

Sincerely,

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Yehuda Moseson

XXV. RESERVE FUND

The Condominium budget includes an annual Reserve Fund in the amount as reflected in Schedule B. Such sum will be deposited into a separate reserve fund account. Prospective Purchasers should refer to Schedule B for a more detailed explanation of the Reserve Fund.

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

During the period Sponsor is in control of the Board of Managers, the Reserve Fund line item will not be used to reduce the estimated Common Charges.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the Reserve Fund line item.

XXVI. WORKING CAPITAL FUND

At closing the Sponsor will collect an amount equal to two (2) months Common Charges from each Purchaser to be paid to the Condominium as initial working capital. While Sponsor is in control of the Board of Managers the working capital funds will not be used to reduce the Common Charges. Adjustments for prepaid expenses between the Sponsor and the Board of Managers may be deducted from the working capital fund. If any portion of the working capital funds are used during this period to pay for prepaid expenses, such amounts will be repaid to such fund out of future Common Charges collected. At such time as the Sponsor relinquishes control of the Board, the working capital fund will be turned over to the Board.

In the event the Building requires replacement of Building components and systems in an amount exceeding funds available in the Reserve Fund and/or Working Capital Fund, the Board may implement a Special Assessment and/or engage a commercial lender to obtain funds to cover such expenses. Therefore, there will be no minimum working capital fund. If, by reason of any substantial adjustment item in favor of the Sponsor, the Sponsor will be paid over a period of time, such as by an installment note, the Plan will be amended to reflect such change in the budget (Schedule B) disclosing the nature and purpose of the payments.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of such funds.

XXVII. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

At or prior to the first closing, the Condominium will enter into a management agreement with Akam (the “Managing Agent”), 99 Park Ave., Floor 14, New York, NY 10016. The agreement will be for an initial term of (one) 1 year. Thereafter, the agreement will be automatically renewed from year to year, but may be cancelled by either party without cause, upon not less than sixty (60) days’ prior written notice. (hereinafter the "Agent") a real estate management firm. The agreement will be for an initial term of (one) 1 year. Thereafter, the agreement will be automatically renewed from year to year, but may be cancelled by either party without cause, upon not less than sixty (60) days’ prior written notice.

The Managing Agent will receive an annual fee of $40,000 payable in equal monthly installments of $3,333.33. The Managing Agent’s fee for the first year of condominium operation is comparable to the “going rate” for similar services in comparable buildings.

Additionally, each Purchaser shall pay $350 to the managemnt company representing a fee for services in connection with preparing the new Unit owner information documents. Such fee shall be payable at or prior to the closing by Purchaser’s unendorsed, personal check made payable directly to the order of AKAM Associates, Inc.

Managing Agent will have normal management responsibility, subject to the directives of the Board of Managers, including engaging personnel; performing bookkeeping services; involvement in collection of assessments; review of contracts to be entered into on behalf of the Condominium (subject to approval of the Board of Managers); causing maintenance and repair of the Property, but, unless provided for in the budget for the Condominium, Managing Agent shall not obligate the Condominium for any single item of repair, replacement, refurnishing or refurbishing in excess of $2,000 without the prior approval of the Board of Managers; maintaining the books and records of the Condominium; assistance in the preparation of annual budgets; attendance at monthly meetings of the Board of Managers; maintenance of bank accounts for the deposit of funds collected from Residential Owners; routine visual inspections of the property and presentation of recommendations to the Board of Managers. Managing Agent may charge additional fees for matters beyond the scope of the Agreement, such as with respect to Extraordinary or repeated requests for inspection of the Condominium records and the like. The Board shall be required to reimburse Managing Agent for expenses incurred in connection with its regular duties. The Management agreement may not be assigned.

Managing Agent shall not be liable to the Condominium for any loss or damage not caused by the Managing Agent negligence or willful misconduct; the Condominium will indemnify and save harmless Managing Agent from any liability for damages, cost and expenses for injury to any persons or property in, about and in connection with the Condominium, from any cause whatsoever arising from the acts of Quick link within the scope of its duties under this Agreement, unless such injury shall be caused by Managing

Agent's negligence or willful misconduct; the Condominium will also indemnify and save Managing Agent from any liability for damages, penalties, costs and expenses, statutory or otherwise, for all acts performed by Managing Agent pursuant to any other written instructions of the Condominium except for those arising from Managing Agent negligence or willful misconduct. Principals of the Sponsor are not affiliated with Managing Agent.

XXVIII. IDENTITY OF PARTIES

Sponsor

The Sponsor is 33rd Street Ventures, LLC, a New York limited liability company with an address at 60 Cutter Mill Road, Ste. 405, Great Neck, New York 11021. The corporation was formed on April 9, 2019. The Sponsor entity has not had any prior public offerings.

The Principals of the Sponsor are Zhidong Wu, with a business address of 60 Cutter Mill Rd., Ste. 405, Great Neck, NY 11021 and George Xu, with a business address of 33-66 Farrington Street, Suite 200, Flushing, New York 11354. No other individual or entity owns equity interests in the Sponsor.

Zhidong Wu has been actively involved in the development, sale and management of numerous residential real estate projects in the New York Metropolitan area for over ten (10) years. In addition to 37-34 33rd Street Condominium, Mr. Wu is currently involved with the development of three other mixed-use condominium projects located in Long Island City, NY, known as 5 Court Square, and The Prime which contain Commercial, Retail and Residential Units; Greene which is comprised of Residential and Parking Units; and Justice Ave Tower Condominium, located in Elmhurst, NY and is comprised of Residential Units, Community Facility Units and a Parking Garage Unit. In addition to the foregoing, Mr. Wu owns and controls Z.D. Jasper Realty, Inc. and Z.D. Susan Realty Inc., through which he owns various real estate holdings in the New York Metropolitan area. Pearson LIC Partners Manager LLC is the entity in which Mr. Wu holds his interest in the Sponsor. Pearson/Davis MM LLC is an entity involved in commercial real estate management, development and sales.

Zhidong Wu's Condominium offerings in the past five years are as follows:

1) JACKSON 2524 LLC, as Sponsor of 5 Court Square, 45-07 Court Square, Long Island City, New York 11101; CD18-0428; accepted for filing by the NYS Dept. of Law 8/30/2019.

2) CIRCLE F 2243 JACKSON (DE) LLC, as Sponsor of The Prime, 22-43 Jackson Avenue, Long Island City, New York; CD19-0235; accepted for filing by the NYS Dept. of Law 1/24/2020.

3) JUSTICE AVE TOWER LLC, as Sponsor of Justice Ave Tower Condominium, 88-08 Justice Avenue, Elmhurst, New York; CD19-0421; accepted for filing by the NYS Dept. of Law 12/02/2020

4) Pearson JV LLC, as Sponsor of GREENE, 45-25 Davis Street / aka 45-30 Pearson Street, Long Island City, New York; CD19-0421; accepted for filing by the NYS Dept. of Law 8/02/2022.

Mr. Wu is current with respect to his obligations under said Offering Plans.

Mr. Xu has been actively involved in the development, sale and management of numerous residential real estate projects in the New York Metropolitan area for over ten (10) years. Mr. Xu has developed in excess of one hundred residential and commercial units in the New York City area, over the past two (2) decades.

George Xu's Condominium offerings in the past five years are as follows:

1) Murray Park North LLC, as Sponsor of LIV@ Murray Park North, 11-35 45th Avenue, Long Island City, New York; CD14-0165; accepted for filing by the NYS Dept. of Law September 19, 2014.

2) Murray Park South, LLC, as Sponsor of Liv @ Murray Park South, 11-30 45th Street, Long Island City, New York; CD16-0337; accepted for filing by the NYS Dept. of Law 2/17/2017.

3) Flushing North, LLC, as Sponsor of Liv @ Hart, 577 Hart Street, Brooklyn, New York; CD17-0294; accepted for filing by the NYS Dept. of Law 8/15/2018.

4) Farrington Realty LLC, as Sponsor of Farrington, 134-37 35th Avenue, Flushing, NY; CD17-0123; accepted for filing by the NYS Dept. of Law 8/15/2018.

Mr. Xu is current with respect to his obligations under said Offering Plans.

George Xu is a principal of Farrington Realty LLC, the Sponsor of The Farrington, located at 134-37 35th Avenue, Flushing, an Offering Plan for which was accepted for filing by the New York State Attorney General's Office on or about October 12, 2018, as file number.

Neither the Sponsor, nor the Principals of the Sponsor have been involved in any prior public offerings in the past five (5) years nor do any currently own ten (10%) percent or more of any unsold units in any other condominium, home owners association or cooperative in the State of New York.

Neither the Sponsor, nor the Principals of the Sponsor are affiliated with the Managing Agent, the Architect and/or any service provide who will be providing services to the Condominium.

Neither the Sponsor nor the sole Principal of the Sponsor, nor any other individuals who own or control a 10% or more equity interest in the Sponsor, have had any prior convictions, felony convictions, judgments, injunctions, or bankruptcies placed against them.

Selling Agent

Andover Property Management, with an address at 60 Cutter Mill Road, Ste. 405 Great Neck, New York 11021. The Selling Agent is a licensed real estate broker in the State of New York and is experienced in the sale of condominium units. Sponor is affiliated with the Selling Agent.

Neither the Sponsor, Principal of Sponsor or Selling Agent have had any prior convictions, felony convictions, judgments, injunctions, or bankruptcies placed against them.

Managing Agent

At or prior to the first closing, the condominium will enter into a management agreement with Akam (the "Managing Agent"), 99 Park Ave Floor 14, New York, NY 10016. The agreement will be for an initial term of (one) 1 year. Thereafter, the agreement will be automatically renewed from year to year, but may be cancelled by either party without cause, upon not less than sixty (60) days' prior written notice.

With over 35 years experience, AKAM Associates, is a leader in the metropolitan New York residential management industry. AKAM manages approximately 24,000 units across 170 buildings in the New York Metropolitan area. AKAM is qualified to certify the budget for this Condominium by virture of its vast experience in the field of residential and mixed-use builidngs in areas comparable to the area in which Condominium is located. A few properties which have been managed by the Managing Agent include: 5 Court Square, The Prime, 47-01 Vernon Blvd. Condominium.

AKAM Associates provides full-service portfolio and on-site management Numerous Manhattan and outer-borough residences.

The Sponsor and sole Principal of the Sponsor are not owners of, or affiliated with, the Managing Agent.

Neither Managing Agent, nor any principals thereof, have ever had any prior convictions, felony convictions, bankruptcies, judgments and/or injunctions placed against them.

There have been no prior felony convictions of the Managing Agent, or any principals of the Managing Agent; and no prior convictions, injunctions and judgments against the Managing Agent, or any principals of the Managing Agent.

Attorneys

Moritt Hock & Hamroff LLP, 1407 Broadway, 39th Floor, New York, NY 10018, counsel to the Sponsor, have been selected by the Sponsor to represent the Condominium in connection with all legal matter's incident to the operation and management of the Condominium. No legal fee will be charged for such representation except for work actually performed after the formation of the Condominium. The Condominium can, at any time, choose to select different attorneys to represent it.

All legal matters in connection with the establishment of the Condominium, including, the preparation of this Offering Plan have been passed upon for the Sponsor by Moritt Hock & Hamroff LLP. The individual attorney in said firm responsible for said work is Anthony J. Ficara, Esq.

Moritt Hock & Hamroff LLP, will also represent the Sponsor in connection with the individual Unit closings and will also act as the Escrow Agent as described in Section X of the Offering Plan.

Moritt Hock & Hamroff LLP, has no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for fees for services rendered in connection with the Condominium.

Insurance

The estimated insurance rates have been passed upon by Oakmont Insurance Services LLC,33-50 Whitestone Expressway, Suite 302, Flushing, NY 11354.

Architect

The architect who prepared the report in Part II and who executed the Certification in Part II is Raymond Chan Architect P.C., 136-68 Roosevelt Avenue, Suite 6C, Flushing, NY 11354. The architect has no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium. The architect has had prior experience in the preparation of plans and specifications for other condominiums and residential projects in the Metropolitan area. A few of the projects completed by the architect are as follows:

Haight Street Condominium (Residential) - Flushing, NY; Roosevelt Ave Condominium (Mixed Use) - Jackson Heights, NY; 104th St Condominium (Residential) - Corona, NY; Fu Hao Grace Tower (Mixed Use) - Flushing, NY;

Seville Condominium (Residential) - Flushing, NY; Union Street Condominium (Residential) - Flushing, NY.

The Sponsor and Principals of the Sponsor are not owners of, or affiliated with Raymond Chan Architect P.C.

XXIX. REPORTS TO RESIDENTIAL UNIT OWNERS

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

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided no later than four (4) months after the close of the fiscal year;

(ii) prior notice of the annual Residential Unit Owners' meeting; and

(iii) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

XXX. DOCUMENTS ON FILE

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 for six years from the date of first closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the closing of the first Residential Unit.

XXXI. GENERAL

Pending Litigation

As of the date of this Offering Plan, there are no lawsuits, litigation, administrative proceedings or other proceedings pending against the Condominium or the Sponsor or any other party which would which would materially affect the Offering, the property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

Prior Offerings

This property has not been the subject of any prior cooperative or condominium public offerings. No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Residential Units being offered for sale in the Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Residential Units, prior to acceptance of the Plan by the Department of Law.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that Sponsor, nor its agents, will discriminate against any person because of his or her race, creed, sex, sexual orientation, color, disability, marital status, national origin or ancestry in the sale of Residential Units under this Plan.

Amendment of Plan

The 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 adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of the duly filed amendment is mailed or otherwise delivered to them by written notice to the Sponsor to cancel the Purchase Agreement and to obtain a refund, in full, of the down payment made therewith with interest, if any. No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

Other Circumstances

Purchaser may be living in an active construction site after Closing on the Unit. During the period of construction, there may be dirt and debris and construction material on the Property, construction vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences, which are normal in a community undergoing construction. Purchasers further acknowledges that other units and infrastructure are presently being continue until the Condominium project is completed in accordance with the Plan. Any such construction will not render the Unit uninhabitable nor materially affect Purchaser's use of the Unit. Accordingly, Purchasers agree that such continuing construction shall not be deemed a nuisance nor an interference with Purchaser's quiet enjoyment of the Unit after Closing.

There have been no binding agreements entered into nor has any money been collected from prospective Purchasers.

The Sponsor has no knowledge of any other circumstances that may affect the use or enjoyment of the Building and its appurtenances, not disclosed elsewhere in the Plan.

XXXII. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Description of Property set forth in Part II of the Plan. Sponsor has no knowledge of any material defects or need for major repairs except as set forth in the Description of Property Report set forth in Part II of the Plan.

Date of Offering Plan: _____ ___, 2023
New York, New York

33RD STREET VENTURES, LLC
Sponsor

O F F E R I N G S T A T E M E N T

37-34 33rd Street Condominium

37-34 33rd Street, Queens, New York 11101

PART II

RESIDENTIAL PURCHASE AGREEMENT

Residential Unit No. _____ **Date _____**

Anticipated Closing Date: _____

Seller: 33rd Street Ventures, LLC

Address: 60 Cutter Mill Road, Ste. 405 Great Neck, New York 11021

Purchaser(s): _____

Home Address: _____

Residential Telephone Number: _____

Business Telephone Number(s): _____

Social Security Number(s): _____

Purchaser's Attorney: _____

Attorney's Address: _____

Attorney's Phone/Fax Numbers: Phone:_____ Fax _____

Seller and Purchaser agree as follows:

1) **PURCHASE PRICE:**

Residential Unit	$_____
Builder upgrades & options ("Extras")	$_____
	TOTAL $_____

PAYABLE AS FOLLOWS:

On the signing of this Purchase Agreement, 10% of the Purchase Price plus Extras, the receipt whereof is hereby acknowledged (the "Down payment")	$_____
Purchaser's certified or bank cashier's check (drawn on a New York Bank payable directly to the order of Seller or Seller 's designee on the Closing of Title	$_____
	TOTAL $_____

Any payment made by check is accepted subject to collection. If any check tendered is not honored, Purchaser shall provide a certified check or bank cashier's check payable directly to the payee on the dishonored check within seventy-two (72) hours after demand for replacement therefore.

Notwithstanding the foregoing, if for any reason whatsoever the check given by Purchaser as the down payment hereunder is dishonored, Seller shall have the right to cancel this Purchase Agreement. Seller's election to cancel shall not be deemed a waiver by Seller of its right to pursue other remedies.

THE PAYMENT DUE AT CLOSING IN ACCORDANCE WITH THIS PURCHASE AGREEMENT ON ACCOUNT OF THE PURCHASE PRICE MUST BE MADE BY PURCHASER'S PERSONAL CERTIFIED CHECK OR OFFICIAL TELLERS CHECK ON A NEW YORK CLEARINGHOUSE BANK PAYABLE DIRECTLY TO SELLER OR SELLER'S DESIGNEE. IF PAYMENT SHALL BE MADE TO SELLER'S DESIGNEE, SELLER SHALL GIVE PURCHASER PRIOR INSTRUCTIONS. UNCERTIFIED CHECKS OF FUNDING COMPANIES, ATTORNEY'S ESCROW CHECKS AND CHECKS PAYABLE TO PURCHASER OR ANOTHER PARTY AND ENDORSED TO SELLER WILL NOT BE ACCEPTED AND TENDER OF SAME WILL NOT CONSTITUTE COMPLIANCE BY PURCHASER OF THEIR OBLIGATIONS HEREUNDER.

Title to all items of personal property shall be delivered free and clear of all liens and encumbrances, except the lien of the mortgage applied for by Purchasers herein, if any.

2) **DESCRIPTION OF UNIT** - Seller agrees, at its own cost and expense, to erect and complete, and Purchaser shall buy from Seller, the condominium unit(s) known as Residential Unit No. _____ (the "Residential Unit"), together with a combined _____ percent undivided interest in the common elements of the condominium (the "Common Elements") known as 37-34 33rd Street Condominium (the "Condominium"), located on 37-34 33rd Street, Astoria, New York 11101 and as described in the Declaration of Condominium to be recorded in the New York City Register's Office, Queens County, to be built by Seller on property comprising the Condominium Map (the "Property") filed or to be filed in the New York City Register's Office, Queens County. The Residential Unit shall hereinafter be collectively referred to as the "Unit". The Unit shall be constructed in accordance with the requirements as to materials and workmanship of the Building Department of the City of New York, which, when completed, will be in substantial accordance with the plans as filed or to be filed with the Building Department of the City of New York.

The Unit may vary from any models displayed to Purchaser, and Purchaser should not rely on any model depiction of the units in the Condominium. All dimensions are approximate and may vary from the floor plans of the Condominium.

The Unit shall not include any of the following if displayed in any unit or model unit: decorative fixtures, furniture, furnishings, paint, wallpaper, carpeting, shelves, wall and window treatments, built-ins, burglar alarm systems, site lighting, special landscaping installed at any model units, washer/dryer, central vacuum systems, patios, decks, highhat lighting, additional fixtures and switches added for decorative purposes, pull down staircases and skylights and other optional fixtures or features exhibited in any model units and/or any sales office excepting those specifically set forth as may be attached to this Purchase Agreement, or above. Purchaser acknowledges that the above features, as contained in any model unit and/or sales office are for display purposes only and are not included in this sale unless specifically provided for in this Purchase Agreement.

All improvements containing natural materials are subject to fade. Seller shall not be responsible to change, replace or remove any improvements in the event they fade.

3) **OFFERING PLAN** - Seller has exhibited and delivered to the Purchaser, and Purchaser acknowledges having received, read and understood, the Offering Plan for condominium ownership of the Property and all amendments thereto filed to date, all of which are incorporated by reference and made a part of this Purchase Agreement, with the same force and effect as if fully set forth in this Purchase Agreement. Purchaser agrees to be bound by the Offering Plan, including all amendments thereto now or hereafter filed by Seller (collectively the "Plan"). Seller may freely amend the Plan in any respect from time to time, without Purchaser's approval or consent. Any such changes reflected in an amendment are subject to the requirements set forth in the Changes in Prices Adjustments section of the Offering Plan. Any conflict between the Plan and this Purchase Agreement shall be resolved according to the terms of the Plan. Purchaser acknowledges having received and read the Plan at least three (3) business days prior to signing this Purchase Agreement and having had full opportunity to examine all papers and documents and investigate all matters set forth in the Plan. Purchaser will be given a right to rescind if an amendment submitted to the Department of Law contains material and adverse changes.

Purchaser shall deliver all documents to Seller and perform all acts required by Seller to carry out the provisions of the Plan, establish the Condominium and conform to all applicable laws and regulations. This Paragraph shall survive Closing and delivery of the deed.

4) **GOVERNMENTAL REQUIREMENTS** – If after the date of this Purchase Agreement any law or governmental authority requires any substitutions, changes or additions in any part of the construction of the Unit, the materials used in construction, the manner of construction or any other aspect of development, then the actual cost of such substitution, change or addition shall be added to the price of the Unit and shall be payable by Purchaser to Seller at Closing (defined below), provided, however, that if the amount of such additional cost exceeds $1,000, then Purchaser may cancel this Purchase Agreement and receive a full refund of all payments made to Seller on

account of the purchase price, whereupon neither party shall have any further liability of obligation to the other in connection with this Purchase Agreement or transaction.

However, such right to cancel this Purchase Agreement shall automatically terminate if Purchaser fails to give written notice of cancellation to Seller within ten (10) days after Seller informs Purchaser of the amount of the additional expense.

5) **MORTGAGE FINANCING** - This Purchase Agreement is not conditioned upon Purchaser obtaining mortgage financing. In the event Purchaser is unable to obtain a mortgage, this Purchase Agreement shall remain in effect and Purchaser shall have an ongoing obligation to consummate the transaction. If a Purchaser does not consummate the transaction and close title to the Unit as a result of Purchaser's inability to obtain a mortgage, Purchaser will be in default under this Purchase Agreement and Seller may retain all monies as provided for in Paragraph 22 herein. Purchaser further understands and agrees that if he or she chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in his financial status or condition shall release or relieve him of his obligations pursuant to this Purchase Agreement and Sponsor shall have no liability as a result of any scheduling or adjournment of the closing beyond the expiration of the loan commitment.

If a Purchaser's obligations are contingent on obtaining a financing commitment and the financing commitment lapses or expires prior to closing, and Purchaser has made a good faith effort to extend the commitment, Sponsor must grant to such Purchaser a right of rescission and a reasonable period of time to exercise the right. Further, a Purchaser who is granted a mortgage contingency shall notify Sponsor of inability to obtain financing within five (5) business days after the forty-five (45) day period has expired.

6) **CLOSING DATE; ADJOURNMENTS; CONSTRUCTION DELAYS BY SELLER** - The act of transferring ownership of the Unit in return for payment in full of the Purchase Price and all other sums due from Purchaser under this Purchase Agreement is known as the "Closing". The Anticipated Closing Date indicated on the first page of the Purchase Agreement is an approximate date and Seller cannot make any guarantees that such date will be the actual Closing Date. Seller shall have the right to adjourn or advance such Closing Date as provided herein. The Closing shall take place at such time and place and on such date as Seller shall designate by prior written notice ("Notice for Closing") delivered in accordance with Paragraph 30 herein, which shall be given no less than thirty (30) days before the date set for Closing. Purchaser may waive the thirty (30) day notice period by execution and delivery of a waiver in the form set forth as Schedule D-3 to the Purchase Agreement in the Plan.

Should Seller be unable to convey title to Purchaser in accordance with the Notice for Closing, Seller shall have the right, from time to time, to adjourn the date and time for Closing on written notice to Purchaser. In such event, Seller shall, by a new

Notice for Closing, fix a new date and time for Closing, which shall be no less than ten (10) days before the new scheduled date and time for Closing.

If the Closing takes place at the request of Purchaser at any location other than the office of Seller's attorney, Purchaser shall pay to Seller's attorney a travel fee in the sum of $250. The Closing may not take place in any other location without Seller's prior written consent.

In the event the Closing is adjourned with Seller's consent, at the request of Purchaser or Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Seller's attorney an adjournment fee in the sum of $500.

In the event that the closing of title to the first Residential Unit in the Condominium has not occurred within twelve (12) months of the anticipated date of first closing set forth in the Offering Plan, as same may be amended, Purchasers will be afforded a right of recission.

If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date set forth on the first page of this Purchase Agreement, either Seller or Purchaser may cancel this Purchase Agreement by forwarding written notice of cancellation to the other no later than ten (10) days after expiration of such twelve (12) month period whereupon Seller shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XII of the Plan, all payments, other than Funds used towards upgrades, options or extras, made by Purchaser to Seller on account of the Purchase Price and neither party shall thereafter have any further liability or obligation to the other in connection with this Purchase Agreement or transaction. Failure to so notify Seller shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. In the event Sponsor shall be unable to convey title to the Residential Unit within twenty-four (24) months of the date of delivery stated in the Purchase Agreement through no fault of the Purchaser, the Purchase Agreement shall be deemed null and void and Sponsor shall return all monies being held in escrow, and any funds paid by Purchaser for extras, within thirty (30) days thereafter.

7) **ADDITIONAL MONEY TO BE PAID BY PURCHASER AT CLOSING** - In addition to all other sums payable or reimbursable elsewhere under this Purchase Agreement, Purchaser shall at Closing pay, or reimburse to Seller if Seller has already made payment, or pay to any Lender, all applicable charges for:

(a) Any Lender's charges for inspections, appraisals, title examination and policy insuring the Lender's interest, Lender's attorneys' fees for preparation of all loan documents, all commitment fees, points, origination fees and other fees and charges (however characterized) imposed or exacted by the Lender or incurred by Seller or Purchaser in connection with Purchaser's mortgage loan;

(b) any mortgage recording taxes on Purchaser's mortgage;
(c) governmental charges which may be assessed on account of any mortgage loan;
(d) mortgage insurance, if required, on Purchaser's mortgage;
(e) New York State real estate transfer tax on the deed;
(f) New York City real estate transfer tax on the deed;
(g) Mansion Tax pursuant to Section 1402-a of the Tax Law of the State of New York, if applicable;
(h) all recording and filing charges payable on account of the transfer of title and recording of all documents in connection therewith including without limitation any mortgage, the deed, power of attorney, affidavit required pursuant to Section 339-ee of the New York State Real Property Law and any blanket mortgage release documents;
(i) a sum equal to the partial mortgage tax credit to which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller;
(j) an initial non-reimbursable capital contribution in an amount equal to two (2) months Common Charges, payable to the Condominium;
(k) a pro-rata portion of the Condominium's estimated first year insurance, based on the Unit's percentage of Common Interest; and
(l) $2,500 to Seller's attorney for the preparation of the closing documents.

Purchaser shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing, the apportioned amount due for taxes, condominium Common Charges, sewer use, water use, fuel oil (if any) and any other utility costs. Purchaser shall also pay the deposits required by the Lender to establish the estimated or escrow fund for future payments of taxes, condominium Common Charges, sewer use and insurance premiums (if applicable). In addition, in the event Seller's attorney prepares the New York City "ACRIS" transfer documents, Purchaser shall be required to pay Seller's attorney an additional fee of $250. In the event the title company prepares the ACRIS, Purchaser shall pay the applicable fee of the title company. If through no fault of Seller, Purchaser fails for any reason to close title on the date originally scheduled in Seller's Notice for Closing, or such later date (if applicable) to which Seller in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of the end of the day preceding (i) the date originally scheduled for Closing or (ii) Seller's adjourned closing date (as the case may be).

Purchaser shall pay to Seller at or prior to the date of the actual adjourned Closing, an amount equal to .0438% per diem (which equals an annual rate of 16%) of the Purchase Price for the Unit for each day beyond such originally scheduled or Seller adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchaser acknowledges to be reasonable and proper. Such interest rate shall not surpass the legal limit under applicable law.

Any errors or omissions in computing apportionments or any other sums payable under this Paragraph which are communicated to the other party within six (6) months after Closing shall be corrected and payment made to the proper party promptly after such communication. This Paragraph shall survive Closing and delivery of the deed.

8) **CONSTRUCTION LOAN MORTGAGE** - This Purchase Agreement is subject and subordinate without the necessity of Purchaser signing or delivering any documents or papers, to the lien of any existing or future construction loan mortgage and all payments or expenses already made or incurred or which may hereafter be made or incurred in connection with such construction loan mortgage. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the construction loan schedule of payments or accelerated thereunder by virtue of the construction lender's right to make advances before they become due in accordance with the schedule of payments. All terms and provisions of this Purchase Agreement and all payments made hereunder are and shall be subject and subordinate to the lien of any acquisition, improvement, interim or building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, to the full extent thereof without the execution of any further documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. Seller shall satisfy all such mortgages or obtain a release of the Home and its appurtenant percentage of Common Interest in the Common Elements from the liens of such mortgages at or prior to Closing. Any mortgage tax credit available under Real Property Law Section 339-ee shall inure exclusively to the benefit of Seller.

9) **SEVERANCE OF MORTGAGE/EXISTING MORTGAGE(S)** - If necessary to obtain a mortgage tax credit, Purchaser shall use its best efforts to request that its lender (i) accepts an assignment of the existing mortgage(s) encumbering the Property, as severed, to encumber only the Home and its appurtenant percentage of Common Interest in the Common Elements, and (ii) cooperates with Seller and its existing lender, as necessary to effectuate such assignment. At Closing, Purchaser shall execute the affidavit required pursuant to Section 255 of the New York State Tax Law. It is agreed and understood that Seller shall receive as a credit from Purchaser at Closing, a sum equal to the full mortgage tax credit which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller on the amount of Purchaser's mortgage. The foregoing credit shall be paid by Purchaser regardless of whether Purchaser's lender accepts the assignment of the Seller's existing mortgage as severed. All terms and provisions of this Purchase Agreement and all payments made hereunder are and shall be subject and subordinate to the lien of any acquisition, improvement, interim or building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, to the full extent thereof without the execution of any further documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of

the lenders right to make advances before they become due in accordance with the schedule of payments. Seller shall satisfy all such mortgages or obtain a release of the Unit and its appurtenant percentage of Common Interest in the Common Elements (as such term is defined in the Plan) from the liens of such mortgages at or prior to Closing, unless Purchaser shall be required to take title subject to the existing mortgage, as severed and converted to Purchaser's individual mortgage on the Unit.

10) **DEED AND ENCUMBRANCES UPON OWNERSHIP** - The deed to be given by Seller to Purchaser at Closing shall be a Bargain and Sale with Covenant against Grantor's Acts deed, but subject, nevertheless, to the matters set forth in sub-paragraphs (a) through (f) below which need not be recited in the deed given at Closing but shall survive Closing, and Seller's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Seller in proper statutory form for recording (except for payment of the New York State and City transfer tax which is the obligation of Purchaser) so as to convey to Purchaser fee simple title to the Unit, free and clear of all liens and encumbrances, except as herein stated. The deed shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law. Purchaser shall accept such title and deed description of the Unit subject to the liens, encumbrances and other matters set forth in this Purchase Agreement, as a title company authorized to do business in the State of New York is willing to approve and insure without additional premium. Purchaser may obtain title insurance from any title insurance company or abstract company, or Purchaser may decline to obtain any title insurance at all. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against the title insurance company which insured Purchaser's title to the Unit before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss of damage not covered by such title insurance company. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would have been covered by the title insurance that was available to Purchaser at the time of closing of title.

Purchaser shall be responsible for payment to the title company of the entire premium for Purchaser's title insurance, and shall also pay the applicable New York State and City transfer tax and mansion tax, if applicable.

The sale and transfer of ownership of the Unit to Purchaser shall, even though not stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements and approvals of applicable governmental authorities, provided not violated by the Unit to be constructed.

(b) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be

granted after this Purchase Agreement is signed or after Closing, provided they do not prevent use of the Unit for their intended purposes.

(c) Declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Unit for their intended purposes.

(d) Unpaid taxes and liens, provided the title insurance company shall insure against collection of same out of the Unit.

(e) The filed Condominium Map and all matters reflected thereon.

(f) The Declaration and By-Laws of the Condominium and any amendments or supplements thereto.

Purchaser shall deliver to Seller's attorney at least ten (10) days prior to Closing, a written notice setting forth each objection to title, if any (other than those specifically set forth herein subject to which the Property are being sold), and a copy of Purchaser's title report. Seller shall have the right to a reasonable adjournment of Closing, not to exceed sixty (60) days, for the purpose of curing any title defect; however, no such action taken by Seller shall be deemed an admission by Seller that such defect is one that would entitle Purchaser to cancel this Purchase Agreement. However, if such defect in title existed at least ten (10) days prior to the closing of title and Purchaser failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the closing of title, then Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered at the request of Purchaser.

11) **PERSONAL PROPERTY INCLUDED IN SALE** - All articles of personal property, fixtures and equipment for the Unit which are included in this sale will be delivered free and clear of all liens and encumbrances, except as stated in Paragraph 9 herein, if applicable.

12) **POWER OF ATTORNEY** - At closing, Purchaser shall execute, acknowledge and deliver to Seller in recordable form, a power of attorney in the form set forth as Schedule E, as same may be amended from time to time to comply with applicable law, to the Plan (the "Power of Attorney"), in favor of the Board of Managers of the Condominium relative to leasing and purchasing of Units in the Condominium under certain circumstances and to foreclose upon Units in the Condominium for which the payment of Common Charges is delinquent, and in favor of Seller relative to amending the Condominium documents to the extent provided for in the Plan. In the event the form Power of Attorney set forth in the Plan is deemed to be insufficient, in Seller's sole discretion, due to statutory changes to the New York State short form power of attorney,

Purchaser shall execute an amended power of attorney to effectuate the powers granted in the Power of Attorney set forth in the Plan. This paragraph shall survive delivery of the deed.

13) **ENCUMBRANCES/LIENS EXISTING AT CLOSING** - The existence of anything affecting the sale at Closing, including unpaid taxes or liens of any kind, shall not constitute an objection to title provided Certified, or another title or abstract company selected by Purchaser, is willing to insure Purchaser's title clear of the matter or is willing to insure against enforcement or collection out of the Unit upon Seller's doing whatever acts as may be required by said company and/or the depositing of money. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the Unit, not provided for in this Purchase Agreement, out of the monies to be paid by the Purchaser at the time of Closing.

14) **EXTRA WORK AND EXTRA ITEMS ORDERED BY PURCHASER -** Any work or items ordered from Seller by Purchaser which are not included in the plans or standard model of the Unit shall, except as may otherwise be provided in this Purchase Agreement or in a writing signed by Seller, be paid for in full by Purchaser at the time they are ordered. Purchaser's only right, in the event of Seller's failure to perform such extra work or supply and install such extra items, is to receive a refund or credit at Closing equal to the total payments made to Seller for such extra work or extra items. All extras must be ordered prior to commencement of construction and must not delay construction. Seller and/or Seller's contractors shall only be liable for defects, if any, in quality of materials or workmanship in installation for standard upgraded or optional items which are provided by Seller. Failure to make any payments due in accordance with the payment schedule of Seller, Seller's contractors or sub-contractors, as applicable, shall constitute a breach in accordance with Paragraph 22 herein. As noted as a Special Risk in the Plan, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds paid for extra work and extra items ordered, which have been paid to seller and actually expended on such extra work and/or extra work items. Seller shall have no responsibility for any work, fixtures, appliances, equipment or materials not ordered directly from Seller by Purchaser. For the purposes of this provision, any orders which Purchaser places directly with Seller's contractors or suppliers shall not be deemed to have been ordered directly from Seller.

15) **OPTIONS AND COLOR SELECTIONS** - Any choices given by Seller to Purchaser in colors, products, materials, design, features and similar matters shall be made by Purchaser in writing at Seller's office or model site, within ten (10) days after notification to Purchaser to make such choices. If there is anything as to which Purchaser has a choice, and Purchaser fails to inform Seller of Purchaser's choice within such ten (10) day time period, then Seller may make the choice on Purchaser's behalf and Purchaser shall accept such choice so made by Seller as if originally made by Purchaser. No claim or objection to Closing shall be made by Purchaser because of any choice made by Seller in any case where Purchaser failed to give Seller timely notice of Purchaser's choice.

16) **NO INSPECTIONS DURING CONSTRUCTION** - Purchaser acknowledges that unsupervised visits to the Property (the "Construction Site") present a dangerous circumstance and could incur liability to Seller. **Unless specifically agreed to by Seller in writing, Purchaser shall not visit the Unit or any other portion of the Construction Site, and shall only have the right to visit the Seller's sales office (the "Sales Office"). Any unauthorized visits to the Construction Site by Purchaser are subject to a charge by Seller of $500 per visit, which Purchaser agrees to pay Seller within ten (10) days of billing thereof.** Purchaser hereby releases and indemnifies, defends and holds Seller harmless for all claims and liabilities incurred by Seller resulting from the unauthorized presence of Purchaser or Purchaser's family members or invitees on the Property prior to Closing. Purchaser further agrees to execute the Express Assumption of Risk Form, in the form set forth as Schedule D-3 to the Plan.

17) **PURCHASERS' INTERFERENCE** - Purchaser acknowledges that it may not interfere with Seller's ability to construct the Unit or other unit(s) or facilities, including interference with work performed on site by Seller's staff in connection with the construction of the Unit or any other units, attempts to hire any of Seller's staff or contractors, and/or attempts to bring contractors, materialman, subcontractors or workers onto the site for work on the Unit prior to Closing, unless otherwise agreed to in writing by Seller.

18) **PURCHASER MAY NOT TAKE POSSESSION OF THE UNIT PRIOR TO CLOSING** - Neither Purchaser nor anyone acting on Purchaser's behalf may enter or take possession of any part of the Unit nor have any work performed or materials supplied or installed at the Unit prior to Closing without the prior written consent of Seller.

Purchaser acknowledges and agrees that Seller will accept no liability whatsoever for any property belonging to the Purchaser, their agents, employees, family, or belonging to any party other than Seller which is placed on the Property and/or in the Unit prior to Closing. No act of the Seller, whatever its nature, shall constitute a waiver of this Paragraph.

19) **CHANGES BY SELLER -** In building the Unit and performing any other work on the Property, Seller reserves the right to: (a) make changes or substitutions of materials or construction from those shown in the model units or building plans, provided any such changes or substitutions are of Equal or Better quality; (b) determine the exterior color and design of the Building; (c) any material change to the location and type of Unit will require consent of Purchaser; (d) fix the location and setbacks of the Building; (e) determine whether existing trees, shrubs and other plant life on the Property are to be moved or removed, (f) add or remove retaining walls on the Property where required by grade conditions; (g) determine the location of electric, gas and water meters, electric transformers, air conditioning compressors, mailboxes; (h) change appliances as long as they are equal to or better than originally offered; (i) change the location of kitchen and bathroom cabinets, counters and drawers; (j) make changes to the Unit, which

result in variations of up to five (5%) percent of the Unit square footage listed in Schedule A to the Offering Plan; and (k) make any other changes required by the City of New York. The changes described in items (a)-(j) may not be effectuated unless Seller obtains the consent of any affected Purchaser. Furthermore, Sponsor's rights, as described herein, are subject to the representations made in the Offering Plan.

Seller shall notify Purchaser of any major changes, specifications, deviations, additions or deletions, which are beyond the scope of those set forth above ("Extraordinary Changes"). If Seller notifies Purchaser in writing of any Extraordinary Changes, Purchaser shall be deemed to have approved of same, unless Seller receives Purchaser's written disapproval thereof within ten (10) days from date of the notice by Seller. Upon receipt of Purchaser's disapproval, Seller may, within thirty (30) days thereafter, give Purchaser written notice withdrawing its proposed Extraordinary Changes, in which case Seller shall thereafter continue with its development activities without the Extraordinary Changes. If Seller fails to give Purchaser notice of withdrawal within such thirty (30) day period, Purchaser may declare this Purchase Agreement null and void by so notifying Seller in writing delivered to Seller no later than forty-five (45) days after having delivered Seller the original notice of disapproval, whereupon Seller shall promptly return to Purchaser all monies paid by Purchaser to Seller, except Funds used towards upgrades, options or extras, on account of the purchase price and thereafter neither party shall have any further liability or obligation to the other in connection with this Purchase Agreement or transaction.

20) **COMPLETION OF CONSTRUCTION; PURCHASER'S INSPECTION** - Purchaser shall accept title (without abatement in or credit against the Purchase Price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit or the building in which it is located, or (b) other units in the Condominium, or (c) the landscaped areas of the Property, or (d) parking spaces or driveway or garage, or (e) other portions of the Common Areas have not been completed. Purchaser will inspect the Unit with a representative of the Seller during normal business hours approximately three (3) days prior to Closing and will sign and deliver to Seller on or before Closing, a Pre-Title Inspection Statement supplied by Seller, acknowledging the condition of the Unit. Receipt of the executed Pre-Title Inspection Statement shall be a condition precedent to closing. Purchaser agrees to accept the Pre-Title Inspection Statement wherein the Seller shall agree to complete all unfinished items within six (6) months from the date of Closing, weather and other circumstances permitting. Any such incomplete items shall not constitute an objection to closing provided Seller executes and delivers to Purchaser, a letter agreement in accordance with the foregoing. Purchaser shall allow Seller, its agents, servants and/or employees the right to enter the Unit and shall provide reasonable access thereto subsequent to Closing to complete any incomplete items.

In the event Seller is required to make any repair or complete any item of work to be performed by Seller after Closing, the limit of Seller's liability shall be to make said repair and/or to complete such item. This Paragraph shall survive Closing and delivery of the deed.

21) **CERTIFICATE OF OCCUPANCY** - At Closing, Seller shall deliver to Purchaser a temporary or permanent Certificate of Occupancy for the Unit (or building in which it is located) and, if available, a New York Board of Fire Underwriter's Certificate for the Unit.

22) **UNIT PART OF DEVELOPMENT** - Purchaser acknowledges that they may be living in an active construction site after Closing on the Unit. During the period of construction, there may be dirt and debris and construction material on the Property, construction vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences, which are normal in a community undergoing construction. Purchaser further acknowledges that other units and infrastructure are presently being constructed at the Property and that Seller anticipates that such construction shall continue until the Condominium project is completed in accordance with the Plan. . Any such construction will not render the Unit uninhabitable nor materially affect Purchaser's use of the Unit. Accordingly, Purchaser agrees that such continuing construction shall not be deemed a nuisance nor an interference with Purchaser's quiet enjoyment of the Unit after Closing. Sponsor anticipates completion of construction by June 1, 2020. This Paragraph shall survive Closing and the delivery of the deed.

23) **PURCHASER'S DEFAULT** - If Purchaser fails to appear and close title in accordance with this Purchase Agreement on the date and at the time and place stated in Seller's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under this Purchase Agreement, Seller may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, this Purchase Agreement shall, at Seller's option, be deemed canceled and Seller shall have the right to retain as and for liquidated damages, all sums paid by Purchaser to Seller on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all Extras ordered by Purchaser, together with all interest credited thereon, if any, which total amount Purchaser acknowledges to be fair and reasonable.

The notice of default shall be deemed notice to the Purchaser by the Escrow Agent of the Escrow Agent's intent to release the funds being held in escrow on behalf of the Purchaser pursuant to the dispute resolution provisions of the Attorney General's escrow regulations as described in Section X of the Offering Plan.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

Upon cancellation of this Purchase Agreement for Purchaser's failure to timely cure any such default, Seller shall be released and discharged of all further liability and obligations to Purchaser under this Purchase Agreement. Thereafter the Unit may be sold or disposed of as though this Purchase Agreement had never existed and without any accounting to Purchaser for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under this

Purchase Agreement or at law for any default by Purchaser under this Purchase Agreement.

24) **SELLER'S RIGHT TO CANCEL** - Seller may cancel this Purchase Agreement by forwarding a full refund of the Downpayment to Purchaser together with written notice of cancellation in the event of the occurrence of any of the following:

(a) any governmental authority imposes a ban on the construction or completion of residential dwellings or imposes restrictions on the manufacture, sale, distribution and/or use of materials from Seller's regular suppliers or from using same in the construction and/or completion of the Unit; or

(b) Seller is unable to obtain materials from its usual sources due to labor troubles, lockouts, war, military operations and requirements, civil unrest, act of God or national emergencies; or

(c) the installation of public utilities is restricted or curtailed; or

(d) should zoning and/or building restrictions and regulations, imposed by any governmental body having jurisdiction over the construction of residential housing and appurtenances, either presently in effect or as enacted or promulgated in the future, create or impose requirements upon the Seller which are not presently contemplated; or

(e) the Plan is abandoned, withdrawn or not consummated for any reason.

Upon such cancellation and refund, this Purchase Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Purchase Agreement and the Offering Plan.

25) **INABILITY OF SELLER TO TRANSFER OWNERSHIP** - Except for Seller's willful default, if Seller is unable to transfer ownership of the Unit in accordance with this Purchase Agreement, Seller shall be liable to Purchaser for the return to Purchaser of the down payment and for the return of the cost of special work already paid by Purchaser. Thereafter, this Purchase Agreement shall be deemed canceled and neither party shall have any further liability to the other in connection with this Purchase Agreement or transaction. Seller shall not be required to commence any action or proceeding or incur any expense in order to remove the condition, which prevents Seller from transferring ownership of the Unit in accordance with this Purchase Agreement.

26) **PROHIBITION AGAINST ASSIGNMENT OR RECORDING OF PURCHASE AGREEMENT** - Neither this Purchase Agreement nor Purchaser's interest hereunder may be assigned by Purchaser without the written consent of Seller. In addition, neither shall this Purchase Agreement nor any memorandum thereof be recorded in the office

of any county clerk or the Queens County Register's Office by Purchaser or anyone on Purchaser's behalf. Should Purchaser violate the provisions of the foregoing sentence, this Purchase Agreement, at Seller's option, shall become null and void, whereupon all rights of the Purchaser shall cease and terminate and Seller shall have the right to retain the Downpayment and all amounts paid by Purchaser for Extras, as and for liquidated damages on account of such default by Purchaser pursuant to the provisions of Paragraph 22 hereunder.

27) **PROHIBITION AGAINST SIGNS ON UNIT** - Purchaser shall not place any sign anywhere on the Unit or Property at any time.

28) **PROHIBITION AGAINST ADVERTISING OF UNIT FOR SALE** - From and after the date hereof, Purchaser shall not place an advertisement for the sale of the Unit in any newspaper or other publication or media, or list the Unit with any real estate broker prior to Closing. Such action will constitute a material breach of this Purchase Agreement entitling Seller to retain monies paid on account of the Purchase Agreement plus the cost of Extras as liquidated damages.

29) **NO BROKER CONSULTED BY PURCHASER** – Purchaser represents that no broker other than Seller's broker (the "Broker"), in the event Seller has engaged a broker, brought about this sale, and Purchaser agrees to indemnify Seller against any claim brought by any other broker for brokerage commission based upon Purchaser's acts. Seller shall pay the Broker pursuant to separate agreement. In the event Purchaser is represented or has consulted with an outside broker (other than the Broker), Purchaser shall be responsible for all costs and commissions associated therewith, and Seller shall not be responsible for any co-broker commission. This Paragraph shall survive Closing and delivery of the deed.

30) **TRUST FUNDS** - The law firm of Moritt Hock & Hamroff LLP. with an address at 1407 Broadway, 39th Floor., New York, New York 10018, telephone number (212) 239-2000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The Escrow Account will be opened with Metropolitan Commercial Bank, at their branch located at 1359 Broadway, New York, New York ("Bank"). Escrow Agent has designated the following MHH partners to serve as signatories: Anthony J. Ficara, Ted A. Berkowitz, Gary C. Hisiger and Michael Cardello III. 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.

Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the down payment from escrow.

The Escrow Agent has established the escrow account at a bank authorized to do business in the State of New York. The escrow account is entitled "Moritt Hock &

Hamroff LLP, IOLA F/B/O 37-34 33rd Street Condominium – Escrow Account". The Escrow Account is an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

All down payments received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to the order of Moritt Hock Hamroff LLP, as Escrow Agent.

The Escrow Account is an IOLA account and no interest will be paid to Purchaser. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement shall only be deemed accepted when countersigned by the Seller or Seller's authorized agent. **In addition, although all funds received by Seller for Extras will initially be placed in the Escrow Account; such funds may be released from the Escrow Account as long as Seller uses the funds for such Extras. In the event Purchaser is entitled to a right of rescission, the return of their Downpayment shall <u>not</u> include any funds paid, and expended by Seller, towards Extras.** At Closing the Downpayment shall be paid to Seller upon consummation of the Closing and execution of this Purchase Agreement shall be deemed a writing executed by both Seller and Purchaser authorizing the Escrow Agent to release said funds to Seller at Closing. Purchaser shall execute the Tender of Escrow form, as set forth in Schedule D-5 of the Plan upon execution of this Purchase Agreement; and shall execute the Release form, as set forth in Schedule D-2 of the Plan, at Closing.

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

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, 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.

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

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

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Section 5 upon closing of title to the Unit; or

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

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

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

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

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

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

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

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

Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

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).

Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

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.

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.

Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

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

Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this

Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

31) **NOTICES** - Any notices, statements, certificates, requests or demand required or permitted to be given or delivered under this Purchase Agreement shall be in writing and may be sent by mail, overnight courier or personal delivery, addressed to Purchaser or to Seller, as the case may be, at their respective addresses shown at the beginning of this Purchase Agreement, or to such other address as Purchaser or Seller may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given

(a) when delivered to an overnight courier service, if sent by overnight courier,

(b) upon personal delivery actually being made, and

(c) upon receipt or first refusal of delivery or inability of delivery after delivery to the United States Post Office with proper postage prepaid, if sent by regular mail, registered or certified mail return receipt requested.

Notwithstanding the foregoing, any notice of default must be delivered only by overnight courier service, personal delivery, or certified mail return receipt requested.

32) **PURCHASER GENERAL REPRESENTATIONS -** Purchaser represents that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates, written or oral, of any nature whatsoever, made by Sponsor, or otherwise, including but not limited to, any of the above relating to the description or physical condition of a Condominium building or the Unit or the Property, the size or the dimensions of the Unit or the rooms therein contained or any physical characteristics thereof, the services offered by the Condominium, the estimated Common Charges for the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the Purchase of the Unit, the potential for future profit with respect to the Unit, any future appreciation in value of the Property, the Condominium building or the Unit, any rental income potential, depreciation or investment potential with respect to the Property, the Condominium building or the Unit, any monetary or financial advantage with respect to the Property, the Condominium building or the Unit, or any other data, the environmental and/or flood plan conditions affecting the Condominium building, the availability of liability, casualty and flood insurance or the cost thereof, the costs of ongoing maintenance and repair of the Condominium building or any other matter or estimate not set forth herein and in the Plan. Purchaser further represents that Purchaser has not relied on any verbal or written representations made by the Broker or any other agent of Seller. No person has been authorized to make any representation on behalf of Sponsor except as herein or in the plans specifically set forth. Purchaser

further acknowledges having had full opportunity to examine all documents and investigate all facts referred to and stated herein and in the Plan. Purchaser has relied solely on his own judgment and investigation in deciding to enter into this Purchase Agreement and purchase of the Unit. No oral representations or statements shall be considered a part of this Purchase Agreement, and any current or prior oral statements are void and have no effect. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Purchaser agrees that the Seller shall have no liability or responsibility to Purchaser and that Purchaser will not be relieved from his or her obligations hereunder, by reason of any immaterial or insubstantial accuracy or error. Purchaser agrees that a decrease in a Unit's area of five (5%) percent or less may not affect a Purchaser's right to consent, unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material. The provisions of this paragraph shall survive the closing of title or the termination of this Purchase Agreement. Purchaser understands and acknowledges that the Seller cannot guarantee a firm completion and availability date for the Unit and agrees that the Seller shall not be obligated to make, provide or compensate for any accommodations or costs to Purchaser as a result of construction delays nor shall such delays serve to cancel, amend or diminish any of Purchaser's obligations hereunder, except as set forth in the Offering Plan and provided under applicable law.

33) **ACKNOWLEDGMENT THAT THERE ARE NO OTHER UNDERSTANDINGS** - All prior understandings and agreements are hereby superseded and merged into this Purchase Agreement, which alone contains the final and entire understanding and agreement between Seller and Purchaser. Neither Seller nor Purchaser shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this Purchase Agreement or in the Offering Plan. Purchaser acknowledges that Purchaser is buying a Unit in a condominium development which may not yet have been formed at the time this Purchase Agreement is signed, and that, except as stated in this Purchase Agreement, the Declarations, By-Laws, Exhibits, Schedules and Plan, Purchaser has not relied on any representations or other statements of any kind or nature made by Seller or anyone else except as set forth in the Plan or any amendment thereto and this Purchase Agreement, including but not limited to, the description, size or dimensions of the Unit or rooms therein, or the estimated common charges, or other expenses relative thereto.

Purchaser also acknowledges that none of Seller's representatives has the authority to modify this Purchase Agreement or to make any oral promise, agreement or representation inconsistent or contrary to the terms of this Purchase Agreement. This Purchase Agreement may be changed only by a written document signed by both Purchaser and Seller's Authorized Agent. The invalidity or unenforceability of any particular provision of this Purchase Agreement will not affect the other provisions, and this Purchase Agreement will be interpreted in all respects as if such unenforceable provisions were omitted.

34) **RISK OF LOSS** - The risk of loss from fire or other casualty remains with the Sponsor unless and until a Purchaser takes actual possession of a Unit pursuant to an interim lease (or written agreement with the Sponsor) or legal title to the Unit has been conveyed to the Purchaser.

The risk of loss or damage to the Unit by fire or any other cause until delivery of the deed is assumed by Sponsor. In the event a substantial portion of the Unit or Condominium shall be destroyed or damaged prior to Closing, , Sponsor shall repair the Unit to meet the specifications set forth in the architects and/or engineers property description report(s) contained herein prior to closing of title to such Unit. In the event Sponsor cannot complete such repair within the anticipated delivery timeframe set forth in the Offering Plan or Purchase Agreement, Purchaser shall be afforded a right of rescission and Sponsor shall refund Purchaser with a check in the amount of the Down-payment paid by Purchaser, with interest, if any, plus any money Purchaser paid toward extras. The parties shall thereafter be released from any further liability hereunder.

35) **DAMAGE TO PUBLIC IMPROVEMENTS, AMENITIES AND COMMON ELEMENTS** - Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Elements on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This Paragraph shall survive Closing and delivery of the deed.

36) **STRICT COMPLIANCE; SEVERABILITY; WAIVER OF TRIAL BY JURY** - Any failure by Seller to insist upon strict performance by Purchaser of any of Purchaser's obligations under this Purchase Agreement shall not be deemed a waiver of such obligations, and Seller may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under this Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past. If any part of this Purchase Agreement or the Plan is invalid or unenforceable with respect to a particular individual or circumstance, the remainder of this Purchase Agreement or the Plan and the applicability to other individuals or circumstances shall not be affected thereby but shall continue in full force and effect. Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Purchase Agreement or the Plan. Purchaser agrees to pay all court fees, including reasonable attorney fees, should Purchaser bring an action against Seller in any court of proper jurisdiction (including small claims court) and be unsuccessful. Further Purchaser agrees to waive the right to file a Lis Pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement.

Purchaser and Seller hereby waive trial by jury in any action, proceeding or counterclaim arising out of this Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by

either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court in Queens County and all motions in any such action shall be made in Queens County.

This Paragraph shall survive Closing and delivery of the Deed.

37) **LIEN OF DEPOSIT** - All sums paid on account of this Purchase Agreement are hereby made liens upon the Unit, but such liens shall not continue after default by the Purchaser under this Purchase Agreement.

38) **CONSTRUCTION** - While the Housing Merchant Warranty Law is inapplicable, the Sponsor nonetheless has an obligation to construct the premises in accordance with all applicable codes and filed plans and specifications, and any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

Notwithstanding said fact, the Sponsor will correct any materially adverse condition in the construction of the Residential Unit or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship materially at variance with the plans and specifications set forth in the architects and/or engineers property description report(s), as may have been changed by Sponsor from time to time provided that it is notified of such materially adverse construction condition in writing by certified mail: a) for patent defects within the Unit, or patent defects in the Common Elements affecting the Unit, 6 months from the date of closing; b) for latent defects within the Unit, or latent defects in the Common Elements affecting the Unit, one year from date of closing; c) for general Common Element defects, one year from the later of issuance of the Certificate of Occupancy or completion of that portion of the Common Elements which is claimed to be defective ("Limited Warranty").

39) **MISCELLANEOUS:**

(a) The start of any activity by Seller in connection with the Unit is not to be deemed a waiver of any of Seller's rights under this Purchase Agreement.

(b) The personal property referred to in this Purchase Agreement shall be deemed conveyed by the deed, and no part of the Purchase Price shall be deemed allocated to such personal property.

(c) The attorneys representing the Seller or any Lender represent such parties only and not the Purchaser. The Purchaser may retain independent counsel at Purchaser's own expense in order to protect Purchaser's own interest.

(d) The delivery of the deed for the Unit to Purchaser or Purchaser's representative at Closing shall be deemed to mean that all things required

to be done by Seller under this Purchase Agreement have been done and that Purchaser shall not claim otherwise except as to those things, if any, which are specifically stated in this Purchase Agreement or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing or delivery of the deed.

(e) The paragraph headings set forth in this Purchase Agreement are inserted solely for convenience of reference and in no way deemed to affect, amend, define, describe or limit the scope or intent of the provisions set forth in this Purchase Agreement.

(f) No provision of this Purchase Agreement may be changed, waived, discharged, or terminated orally, by telephone, or by any other means, except an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought and then only to the extent set forth in such instrument.

(g) Any singular word or term herein shall also be read as in the plural whenever the sense of this Purchase Agreement may require it. The use of the masculine gender shall be deemed to refer to the feminine gender, or neuter, whenever the context so requires.

(h) If two (2) or more persons are named as Purchaser in this Purchase Agreement, (i) each person shall be jointly and severally liable for payment, observance and performance of all obligations under this Purchase Agreement and (ii) anyone of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Unit and/or this Purchase Agreement. The act, assent, election or approval by one shall conclusively constitute the act, assent, election and approval by all.

(i) The provisions of this Purchase Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Seller and its successors and assigns.

(j) This Purchase Agreement shall not be binding or effective until fully executed and delivered by Seller and Purchaser.

(k) Seller represents that its Federal Employer Identification Number is _____; and Purchaser represents that his/her/their social security number(s) is _____ and _____.

(l) In the event any portion of this Purchase Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Purchase Agreement and the remaining parts hereof shall remain in full force and effect, as fully as

though such invalid, illegal or unenforceable portion had never been part of this Purchase Agreement.

(m) The parties agree that this Purchase Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

(n) Any inconsistency between the terms of the plan and the purchase agreement, the terms of the plan shall control.

40) SMOKING POLICY : In compliance with Local Law 147 and pursuant to Article 17 of the New York City Administrative Code, the Board of Managers (the "Board") of 37-34 33rd Street Condominium (the "Condominium"), have adopted the following smoking policy (the "Smoking Policy") for the Building:

Smoking is PROHIBITED (i) in all commons areas of the Building, including, but not limited to, the lobby, entryways, vestibules, ante rooms, mail rooms, storage rooms, bike rooms, common rooms, amenity rooms, gym, roof decks, garbage chute rooms, compactor rooms, basement, corridors, hallways, stairwells, elevators, playroom, garage, garage ramp, walkways; and (ii) within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening onto Common Elements or Units.

For the purposes of this Smoking Policy, the term "smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any other form of lighted object or device which contains tobacco, including the use of electronic cigarettes or any similar device that delivers vapor for inhalation (including any refill, cartridge or other component of an electronic cigarette or similar device), or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance. This Smoking Policy applies to all unit owners, tenants, subtenants, occupants and residents of the Building, and to any guests, agents, licensees and invitees of a Unit Owner. It is the Unit Owner's responsibility to ensure that its tenants, subtenants, occupants, residents, guests, agents, licensees and invitees comply with this Smoking Policy.

Smoking is PROHIBITED within individual apartments and on the terraces, balconies, patios and yards attached to individual apartments (except within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening onto Common Elements or Units). However, if there are reported and substantiated incidents of infiltration of smoke/smoke odors into common areas of the Building (including, but not limited to, hallways) and/or other apartments in the Building, it will be the offending Unit Owner's responsibility, at its sole cost and expense, to abate the nuisance.

Any Unit Owner who sells, leases, or subleases its apartment must include a copy of this Smoking Policy in the contract of sale, lease or sublease.

In the event of a violation of this Smoking Policy, in addition to and not in diminution of, all other remedies available to the Condominium, as provided in its Declaration of Condominium and By-Laws, or at law or in equity, with regard to a default by the Unit Owner, the Board shall have the right to impose an administrative fee in the amount of Two Hundred Fifty ($250.00) Dollars on the Unit Owner for each such violation of this Smoking Policy. A continuing violation shall be considered a new violation.

41) **NOTICES TO PURCHASER - WHEN SIGNED BY SELLER AND PURCHASER (OR PURCHASER'S AUTHORIZED AGENT), THIS PURCHASE AGREEMENT WILL BECOME A LEGALLY BINDING AGREEMENT. PURCHASER SHOULD MAKE SURE THAT ALL PROVISIONS ARE READ AND UNDERSTOOD BEFORE SIGNING. IF PURCHASER DOES NOT UNDERSTAND ANY PROVISION, PURCHASER SHOULD SEEK LEGAL ADVICE.**

PURCHASER MUST BE GIVEN A COPY OF THE PLAN PRIOR TO THE SIGNING OF THIS PURCHASE AGREEMENT. BY SIGNING THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES RECEIPT OF THE OFFERING PLAN AND THAT PURCHASER HAS HAD AN OPPORTUNITY TO READ THE OFFERING PLAN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SIGNING THIS PURCHASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date first above written.

PURCHASERS:

_____
Signature

_____
Signature

SPONSOR
33RD STREET VENTURES, LLC

By:_____

ESCROW AGENT
MORITT HOCK & HAMROFF LLP

By:_____

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Moritt Hock & Hamroff LLP
1407 Broadway, 39th Floor
New York, New York 10018

Re: **37-34 33rd Street Condominium**
Purchaser:
Unit #:

Dear Sirs:

You have been holding in a trust account my/our down-payment for the above-referenced Unit in the amount of $_____. I/we acknowledge that a closing has taken place this date. Accordingly, Moritt Hock & Hamroff LLP is authorized to release the funds being held in said amount to whomever the Sponsor so designates. In addition, Moritt Hock & Hamroff LLP as Escrow Agent on said account, is hereby released from any and all liability or further obligation to us with respect to said down-payment.

Very truly yours,

_____
Purchaser

_____
Sponsor's representative

WAIVER OF NOTICE OF CLOSING

, being duly sworn, does hereby depose and state:

1. I am the Purchaser of Unit # at 37-34 33rd Street Condomiium.

2. Pursuant to a Purchase Agreement dated , 20 , I am entitled to thirty (30) days' written notice of the closing for my Unit.

3. I hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on , 20 .

_____
Purchaser

Sworn to before me this day
of 20 .

_____
Notary Public

EXPRESS ASSUMPTION OF RISK

I/We _____ understand that by entering onto a construction site, there are extraordinary risks of grave bodily injury and/or death. In consideration for being allowed to enter upon the premises herein, I/we expressly assume all risks associated with the construction site, including but not limited to:

1. Falling debris;
2. Falls associated with excavations, uncleared ice and/or snow incomplete sidewalks and roads and downed trees and/or bushes;
3. Injuries associated with incomplete construction;
4. Injuries associated with operating machinery;
5. Injuries associated with incomplete or no railings; and
6. Injuries associated with incomplete and/or insufficient lighting.

I/We _____ further agree to fully indemnify and hold harmless 33rd Street Ventures, LLC, its members, officers, directors, principals, shareholders, successors and assigns for any and all damage to any personal property.

_____

_____

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit _____ and Parking Space Unit ____ at 37-34 33rd Street Condominium, located at 37-34 33rd Street, Astoria, New York 11101.

Purchaser named below has tendered on _____, 20__, the above escrow deposit to Sponsor as a deposit for the above Unit and Parking Space Unit.

Purchaser: _____

Address of Purchaser: _____

_____

Phone number of Purchaser:

Cellular: _____

Social Security Number of Purchaser _____

Purchaser's Signature _____

RECEIPT

The SPONSOR of the above named property hereby acknowledges receipt of the above escrow deposit.

33RD STREET VENTURES, LLC

By: _____

Date of Receipt: _____

POWER OF ATTORNEY

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I (We) residing at _____ ("Principal") the owner of Condominium Unit No. ___ in the Condominium known as 37-34 33rd Street Condominium, covering the property located in the Borough and County of Queens, City and State of New York, do hereby nominate, constitute and appoint the Members of the Board of Managers of 37-34 33rd Street Condominium c/o 33rd Street Ventures, LLC , 37-34 33rd Street, Astoria, New York 11101 and their successors, jointly, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf to acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale, at such price and on such terms as my 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 Condominium Unit so acquired, at such terms as my attorneys-in-fact may in their sole discretion determine, granting to my said attorneys-in-fact the power to do all things in the said premises which I could do if I were personally present.

I (We) do further hereby nominate, designate, constitute and appoint the Members of the Board of Managers of 37-34 33rd Street Condominium and their successors, jointly, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf, the right to act in my behalf to take any and all action necessary against any tenant(s) that may be residing in my Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of 37-34 33rd Street Condominium.

I (We) do hereby further irrevocably nominate, constitute and appoint 33rd Street Ventures, LLC, 60 Cutter Mill Rd., Ste. 405 Great Neck, NY 11021, and its successors, my true and lawful attorneys-in-fact coupled with an interest in my name and on my behalf to vote at any Unit Owners meeting for, and to file an amendment to the Declaration of Condominium of 37-34 33rd Street 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 Units, as built, and to amend any Filed Map or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium as described in Article Eleventh, Section (c) of the Declaration of Condominium of 37-34 33rd Street Condominium.

Terms used in this Power of Attorney, which are used in the Declaration submitted by 33rd Street Ventures, LLC establishing a Plan for Condominium Ownership of the premises known as 37-34 33rd Street Condominium under the Condominium Act (the “Declaration”), dated _____, 20__ and recorded in the Queens County Register’s Office on _____, 20__ as CRFN _____ together with the Exhibits attached thereto, shall have the same meanings herein as in the Declaration.

This document does not revoke any power of attorney I/we have previously executed. In order to revoke a prior power of attorney, I/we will execute a revocation specifically referring to the power to be revoked.

Notwithstanding anything set forth herein to the contrary, this power of attorney is irrevocable and shall not be revoked by any subsequent power of attorney I/we may execute.

Whenever two or more powers of attorney are valid at the same time, the agents appointed on each shall act separately, unless specified differently in the documents.

IN WITNESS WHEREOF, I (we) have set my (our) hand(s) and seal this day of , 20__.

_____

_____

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20__, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20__, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IMPORTANT INFORMATION FOR THE AGENTS:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

1. act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;

2. avoid conflicts that would impair your ability to act in the principal's best interest;

3. keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;

4. keep a record or all receipts, payments, and transactions conducted for the principal; and

5. disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT: It is not required that the principal and the agents sign at the same time, nor that multiple agents sign at the same time.

I, _____, Member of 33rd Street Ventures, LLC, have read the foregoing Power of Attorney. 33rd Street Ventures, LLC, is one of the entities identified therein as agent for the principal named therein. On behalf of 33rd Street Ventures, LLC, I acknowledge my/our legal responsibilities.

Agent(s) sign here:

33RD STREET VENTURES, LLC

By: _____

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20__, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT: It is not required that the principal and the agents sign at the same time, nor that multiple agents sign at the same time.

I, _____ of the Board of Managers of have read the foregoing Power of Attorney. The Board of Managers 37-34 33rd Street Condominium is one of the entities identified therein as agent for the principal named therein. On behalf of the Board of Managers, I acknowledge our legal responsibilities.

Agent(s) sign here:

BOARD OF MANAGERS OF 37-34 33RD STREET CONDOMINIUM.

By: _____

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20__, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

POWER OF ATTORNEY

_____

to

Board of Managers of 37-34 33rd Street Condominium

and

33RD STREET VENTURES, LLC
Unit ___

37-34 33rd Street
Astoria New York 11101
Block ___
Lot __
County of Queens

Record and Return to:

Moritt Hock & Hamroff LLP
1407 Broadway, 39th Floor
New York, New York 10018

DEED

THIS INDENTURE made the day of , 20__ between 33rd Street Ventures, LLC , a New York Limited Liability Company, having a place of business at 60 Cutter Mill Road, Suite 405, Great Neck, New York 11021, Party of the First Part and

Party of the Second Part;

W I T N E S S E T H

That the Party of the First Part, in consideration of Ten 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 piece or parcel of real property, with the improvements therein contained, situate and being a Condominium Unit (the "Residential Unit") in Queens County, City and State of New York, known as Residential Unit No. _____ together with Parking Space Unit ___ (if applicable) in the Condominium known as 37-34 33rd Street Condominium, said Residential Unit designated and described as Residential Unit No. ___ and said Parking Space Unit designated and described as Parking Space Unit No. ___ (if applicable), in the Declaration establishing a plan for Condominium Ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated and recorded in the Office of the City Register, Queens County (the "Register's Office") on _____in Reel _____page _____ and also designated as Tax Lot _____ in Block _____ of Section ____ of Queens County on the Tax Map of the Real Property Assessment Department of the City of New York, and on the Floor Plan of said building certified by _____on _____and filed with the Real Property Assessment Department of the City of New York on _____as Condominium Plan No. _____, and also filed in the Register's Office on _____ as Condominium Plan No. _____, Map No. _____.

TOGETHER with an undivided _____% (combined Residential and Parking Space Units, if applicable) interest in the Common Elements.

The premises within which the Residential Unit is located are more particularly described as follows:

(PROPERTY DESCRIPTION)

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises.

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

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

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs 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 hold the right to receive such consideration as a trust fund to be applied first for purpose of paying the cost of the improvement before using any part of the total of the same for any other purposes.

The use for which the Residential Unit is intended is that of a one family residence or non-residential use, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

The use for which the Parking Space Unit is intended is that of a parking space for automobiles, 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.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed and the Party of the Second Part has duly assumed the mortgage therein referred to, the day and year first above written.

33RD STREET VENTURES, LLC

By:_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his or her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

37-34 33RD STREET

DESCRIPTION OF PROPERTY AND BUILDING CONDITION

Rev. Aug 25th, 2023

RAYMOND CHAN ARCHITECT PC
ARCHITECTS · PLANNERS
136-68 Roosevelt Avenue | Suite 6C | Flushing | New York | 11354 | Phone: 718-445-2345 | info@raymondchanarchitect.com
www.raymondchanarchitect.com

Description of Property and Specification

20.7 (a) Location and Use of Property

This property and its use will comply with all zoning and use requirements and the Certificate of Occupancy will be presented at closing.

a) Address: 37-34 33RD Street, Long Island City, New York
b) Block: 374
c) Tax Lot: 33
d) Zoning District: M1-2/R6A (Special Long Island City Mixed-Use District - Dutch Kills Subdistrict)
e) Zoning Map: 9b
f) Permissible uses:
Use Group: 10A (photographic & motion picture production studios)
Use Group: 2(residential uses)

The Lot consists of one 7-story building with cellar. The proposed uses for the building include 1 story of Photographic & Motion Picture Production Studios uses (use group 10A); 6 stories of residential uses (use group 2); plus 32 parking spaces located in cellar.

A total of 7,998 square feet of Photographic & Motion Picture Production Studios is provided on 1st floor. A total of 47,659.99 square feet of residential uses located on second to seventh floor. There is a total of approximate 15,000 Square feet of parking at the cellar.

Quality Housing features include the following:

Item	Compliance
Laundry Facilities	All dwelling units provided with individual washer/dryer
Daylight in Corridors	Provided at each residential corridor
Recreation Space	Indoor space provided on the 1st Floor Outdoor space provided on 1st and 2nd Floors
Density per Corridor	No more than 11 units served by a corridor

Declaration and Easement at the site

Lot Line Windows:

Lot Line Windows are double-pane non-operable aluminum window with thermal break. Lot Line Windows are located on the south side the building, starting from 3rd Floor to 7th Floor in the common corridor. The Lot Line Windows are two (2) inches away from the property line, and the windows are not for legally required light and air to habitable spaces. The Lot Line Windows may be blocked by adjacent building with further development. There is currently a 1-story building occupying the adjoining lot. If it is ever redeveloped so that a taller building is constructed on that lot, building owner will be required to close the windows at his/her own cost and expense. Window manufacturer is BCG Glass Industry, warranty is one (1) year.

20.7 (b) Status of Construction

(1) Year built: The construction began January 2023. The project is currently scheduled for completion by July 2024.

(2) Class of construction: The building is classified as 1B, per 2014 Building Code of the City of New York, in which the walls, exit ways, shafts, structural members, floors and roofs are constructed of non-combustible material and assemblies affording the fire resistance rating of two-hour.

Fire Ratings per NYC Building Code:

Structural Frame: 2 hours
Bearing Walls, Exterior: 2 hours
Bearing Walls, Interior: 2 hours
Non-bearing walls and partitions, Exterior: per Table 602
Floor Construction and Secondary Members: 2 hours
Roof Construction and Secondary Members: 1 hour
Unit Separation: 1 hour
Stair Enclosures: 2 hour
Exterior wall setback from interior lot line ≥ 5' <10': 1 hour

(3) Certificate of occupancy: All work, including general construction, heating, ventilation, plumbing, fire protection, and electrical must be completed before a permanent certificate of occupancy can be issued. Sponsor to obtain Temporary Certificate of Occupancy prior to closing.

(4) Construction started, under approved new building application #440639203.

20.7 (c) Site

(1) The site is 15,899.11 sf. The site is mid-block property located on 37-34 33rd Street in Long Island City, New York, on the north side of 33rd Street between 37th Avenue and 38th Avenue. The building occupies block 374 on the New York City Tax Map. Pursuant to the survey dated October 12, 2021 by Rampa Land Surveyors, Lot is 126.52'/180.98'/42.81'/75.48'/83.55'/55.33' in size, with a 126.52' frontage on 33rd Street.

(2) There shall be only one (1) building planned for this site. It will be used as photographic & motion picture production studios and residential units. The building contains one cellar with 32 parking spaces, 64 residential units on floors 2 through 7, accessory residential spaces on the 1st floor and resident accessible roof terrace on the 2nd floor. Private balconies or terraces are provided across selected units.

(3) Street owned or maintained by the project: none

(4) Site driveway, sidewalks and ramps:

(i) Paving:

Existing concrete sidewalks and concrete curbing are in poor condition and will be replaced with new concrete paving as per builder's pavement plan application #440736321, which was filed and approved by the New York City Department of Buildings & Department of Transportation.

(ii) Curbing: Sidewalk curb is a new concrete curb with bent plate steel facing. A curb cut is provided at the parking garage entrance

(iii) Catch basins:

The street is pitched to catch basins at various points along the city streets. All catch basins drain into existing combination storm drainage system. The garage entry will have a trench drain located at the ramp.

(iv) Street lighting:

Metal street lighting and an utility pole are located approximately at the middle of property fronting 33rd Street. Street lighting is provided by The City of New York. There will be exterior lights along the perimeter of the building at all entrance doors, egress doors and garage entry.

20.7 (d) Utilities

(1) Water

There is one 4-inch water main in 33rd Street serviced by New York City Water Board. A 4" water tap connection will be made to the building. A total of one water meter will be installed and water will be billed to the condominium as a common expense by the New York City Water Board in accordance with the water meter reading based on actual consumption.

There will be a central meter for the entire building, including the photographic and motion production studios, residential units and all common spaces. No separate water meters will be provided for the unit owners. Water usage will be billed collectively based on the water meter reading. The cost will be distributed within the common charges.

The supply water pipes shall be Copper or Brass in compliance with NYC Plumbing Code.

(2) Sanitary Sewer

The sanitary drainage system for cellar through 7th floors is directly connected by gravity to one (1) 8 inch building sanitary sewers at 33rd Street, all piping shall be cast iron. The 8" building sanitary sewer connects to the 15" city sanitary sewer in 33rd Street. The condominium is responsible for repair of any damage leading to this combined sewer, and the sewer tax will be paid to the City of New York. All sewer permits shall be obtained by the sewer contractor.

(3) Gas

N/A.

(4) Electricity

Electric service will be supplied by Con Edison Company, a regulated company. See paragraph **(O)** regarding electric meters.

(5) Common Areas

Common charges will be based proportionately by the degree of common interest per unit and billed accordingly.

(6) Telephone

Telephone, Cable Television, High Speed internet services will be available for subscription by the owner of each condominium unit. This building will be wired for Verizon/Verizon Fios and Spectrum. There will, at minimum, a second utility provider on site which will provide voice, broadband internet and premium cable service. Each unit owner will be required to arrange final connection, obtain a service account, and maintain wiring within its Unit, and for the cost of all such services to the Unit.

20.7 (e) Sub-Soil Conditions

(1) Test borings were performed by Geo Tech Consultants LLC in January, 2020. Boring findings depicted a soil profile that consisted of 5' of miscellaneous followed by glacial deposit to the maximum depth of the borings. The miscellaneous fill consisted of a mixture of coarse-medium-fine sands with concrete and brick fragments and was deemed a NYC Class 7 material. The glacial deposit below the fill consisted mostly of coarse-medium-fine sands with trace to some silt, gravel, and cobble and boulders, consistent with SP/SM/GP/GM Group of the Unified Soil Classification System (USCS). Cobbles and boulders appeared most prominent from 45' down. Except for a few localized loose sand layers, the glaciated sands and gravel were found to register mostly medium dense to dense compact condition, matching NYC Class 3b, 3a and 2a materials. Localized loose sands layers were detected at locations and depths, where sand soil registered standard penetration resistance (N) values lower than 10 blows per foot, matching the designation of NYC Class 6 material.

The site is located in the Long island City Neighborhood of Queens and is identified as block 374 and Lot 33. Previously, the site was used as a floral supply business with storage areas, workspaces and offices, and contained an approximate 11,520-square-foot building with a partial cellar and partial mezzanine level. The remained of the property consisted of a concrete driveway which is utilized for parking and the storage of plant stock and other materials.

(2) Groundwater was observed in the borings as well as in the piezometer wells at depths ranging from 17' to 20' below grade.

(3) Building is not located within Flood Zone, and not within A New York City Designated Coastal Zone. There is no danger of flooding due to water table or overflow from other bodies of water. No potential for mudslides or erosion is anticipated.

(4) The site is a part of the E-218: Dutch Kills Rezoning and Related Action – City Environmental Quality Review (CEQR) 08DCP021Q – 10/7/2008 and consequently has a Hazardous materials "E" designation from the NYC Office of Environmental Remediation (OER). A Remedial Action Work Plan (RAWP) was approved in March 2021 and a Notice to proceed (NTP) was issued.

Based on the information derived from a Remedial Investigation completed by FPM Group in March 2019, a remedial action was developed for the Site and it's enrollment in the NYC Voluntary Cleanup Program and E-Designation program. The elements of the selected remedy that must be completed to obtain a Notice of Satisfaction (NOS) and will limit the property use and other related work beyond the completion of the Project are as follows:

a. A vapor barrier system consisting of vapor barrier beneath the building slab and outside of subgrade foundation sidewalls will be installed to mitigate potential soil vapor migration into the building. The vapor barrier system will consist of a 20-mil Tex-Trude Xtreme Vapor Barrier below the slab throughout the full building area outside all sub-grade foundation sidewalls
b. Installation of an active sub-slab depressurization system (SSDS) consisting of two separate networks of horizontal pipe set two inches above the base of a minimum 4-

inch deep gravel trench that is a minimum of 8-inches wide. A 6" thick gas permeable layer consisting of ¾" coarse gravel was placed immediately beneath the entire building slab and vapor barrier system. The horizontal piping will consist of fabric wrapped, perforated schedule 40 4-inch PVC pipe connected to a 6-inch riser pipe that penetrates the slab and travels through the building to the roof. The pipe will be finished at the roof line with an appropriate goose neck pipe to prevent rain infiltration. The exhaust will be located no less than 10 feet from any occupied spaces, operable window, and air intake for any building. The active SSDS will be hardwired and will include a Radonaway RP265c blower, for each network, installed on the roof line and a pressure gauge and alarm located in an accessible area in the basement. The active SSDS is an Engineering Control for the remedial action. The remedial engineer will certify in the RAR that the active SSDS was designed and properly installed to establish a vacuum in the gas permeable layer and a negative (decreasing outward) pressure gradient across the building slab to prevent vapor migration into the building.

c. Submission of a RAR that describes the remedial activities, certifies that the remedial requirements have been achieved, defines the Site boundaries, lists any changes from this RAWP, and describes all Engineering and Institutional Controls to be implemented at the Site.
d. Submission of an approved Site Management Plan (SMP) in the RAR for long-term management of residual contamination, including plans for operation, mainten ance, monitoring, inspection and certification of Engineering and Institutional Contro ls and reporting at a specified frequency.
e. The property will continue to be registered with an E-Designation at the NYC Buildings Department. Establishment of Engineering Contr ols and Institutional Controls in the RAWP and a requirement that management of t hese controls must be in compliance with an approved SMP. Institutional Controls will include prohibition of the following: (1) vegetable gardening and farming; (2) use of groundwater without treatment rendering it safe for the intended use; (3) disturba nce of residual contaminated material unless it is conducted in accordance with the SMP; and (4) higher level of land usage without OER-approval.
f. Deed Restrictions will be placed on the property to document the installation of, and continued operation, of an active SSDS. The deed restriction can be removed if OE R determines that the active SSDS has achieved its goals and is no longer warrant ed.

Remedial solutions for environmental issues relate to HAZMAT/AIR have been approved by NYC Office of Environmental Remediation under OER project # 19EH-A423Q / 21CVCP029Q.

20.7 (f) Landscaping and Enclosures

Landscaping and enclosures described in this section are upon the zoning and tax lot described above:

(1) Grass cover:

A portion of the outdoor recreational space on the 1st floor will be covered with synthetic lawns.

(2) Plantings:

i) 1st floor ground level: Deciduous and evergreen shrubs, and perennials
ii) Planting on terraces and rooftops: none

(3) Trees:

No street tress will be planted due to overhead utility lines along the sidewalk which is in compliance with Parks Department regulations

(4) Fencing:
- (i) Perimeter guardrails are painted architectural metal guardrails
- (ii) Glass guardrails are provided at the balconies and private terraces
- (iii) Private outdoor spaces at the 2nd Floor are separated from common terrace by fencing
- (iv) Garden fences are painted architectural composite panels

(5) Gates: none

(6) Garden walls: none

(7) Retaining walls: No retailing walls are planned for this project

20.7 (g) Building Height

(1) The total height of the building measuring from ground level to the top of the finished Roof floor is 75'-0"±. From ground level to the roof of the elevator machine room bulkhead is 92'-4"±. The building does not exceed the maximum permitted building height defined by NYC zoning resolution.

The building is legally established as 7 story high with elevator bulkhead. The floor & ceiling assemblies at cellar and above are 2HR rated. The floor to floor heights for the building are as follows: cellar at 10'-10"±, first floor at 14'-0"± and second to seventh floor are at 10'-2"±, and Roof/bulkhead is at 17'-4"±.

(2) Crawl Spaces: none

(3) There shall be one (1) cellar in the building with 32 attended parking spaces.

(4) The building has seven (7) stories plus one (1) cellar.

(5) Elevator equipment room is located on roof. Parking garage, gas meter room, electrical meter room, water meter room, compactor room and bike storage are located in cellar.

(6) Parapet walls on roof are min 3'-8" high above finish roof.

(7) Occupancy

There are a total of ninety-eight (98) condominium units with breakdown as follow:

a) Thirty-two (32) attended parking units located on cellar.

b) Two (2) photographic & motion production studio units located on first floor totaling 7,998± S.F.

c) Sixty-four (64) residential units will be located on 2nd thru 7th Floors, totaling 47,659.99± S.F.

d) Outdoor terraces are allocated as an accessory to the residential apartments on first and second floors.

20.7 (h)Structural System

The building has been designed in accordance with New York City Building Code 2014 Edition. The building is constructed with a 2'-6" thick reinforced cast-in-place concrete mat and cast-in-place spread footing and 12" thick reinforced concrete foundation walls at cellar level. There is no underpinning. The allowable bear pressure is 2 Ton/ft^2 . The slabs from the 2nd to the 7th floors are 8" reinforced concrete slab, and is 10" at 1st floor, 9" at main roof.The floors are supported by reinforced concrete columns. The lateral force resisting system is reinforced concrete shear walls.

Below grade waterproofing system will be provided under entire foundation and subgrade walls by Xtreme-20 Mil Vapor Barrier for foundation and Xtreme-20 Mil Vapor Barrier for subgrade walls.

Floors will be provided with rubber matting below engineered finished wood floors to have an impact insulation class (IIC) rating of not less than 53. .

(1) Exterior of Buildings

(i) Walls

Walls from 1st to 7th floors at south side are 6" concrete block walls and composite aluminum panel system on exterior. Walls are insulated with continuous 2" exterior rigid insulation R-13 and 2" of foil faced pink batt insulation R-13 typically with one-layers of 5/8" gypsum board on the interior of the building. Walls at lot line of north side from 1st to 7th floors are concrete block walls with waterproofing and 2" continuous rigid insulation and 2" of closed-cell spray form insulation R-13 typically and one-layers of 5/8" gypsum board on the interior of the building. Walls facing 33rd Street on 1st floor are stone veneer with 2" exterior insulation R-13 and 6" concrete block walls.

(ii) Windows and Curtain walls

Walls from 2nd to 7th floors on east side and 1st to 7th floors on west side are curtain walls systems. Adequate light and air is provided and meets code requirements. All window units to be installed shall be weather treated with extruded aluminum, insulated, double- glazed windows. The air infiltration level will be kept to the minimum. The window units will utilize 4" limit/safety stops as window guards.

Storefront system and curtain wall system are manufactured by BCG Glass Industry with integral thermal break in the frame. Window walls are provided with 35dB(A) attenuation. Assembly U-factor 0.32, SHGC 0.31, VT 0.55. Members are extruded from 6063-T5 aluminum alloy and the nominal material thickness is .125". sight lines are nominally 2 ½" presenting a clean, attractive appearance. Joint construction utilizes the shear block method.

Window system of the curtain walls and awning windows is by BCG Glass Industry, and the thermal break frame is using poured and debridged polyurethane thermal barrier. Assembly U-factor of curtain walls is 0.31, SHGC 0.31, VT 0.55. Assembly U-factor of awning windows is 0.32, SHGC 0.31, VT 0.55. Frames are constructed from .10" nominal material thickness aluminum of 6063-T5 alloy with a depth of 2 ½". Corners are mitered, anchors reinforced, hydraulically crimped, and back sealed with small-joint seam sealer. An equal frame is standard.

Terrace door system is by BCG Glass Industry. Assembly U-factor 0.35, SHGC 0.31, VT 0.55. The frame is thermally broke using poured and debridged polyurethane and

constructed from .10” nominal material wall thickness aluminum of 6063-T5 alloy with a depth of 3 ½”, and door leafs are thermally isolated with two thermal structs mechanically crimped in raceways extruded in the exterior and interior extrusions.

Limited Warranty of BCG Glass Industry:

Basic structure: Warranty for a period of one (1) year on products’ main frame and sash against cracking, peeling, flaking, blistering, or corroding.

Insulated Glass: One (1) year warranty on the hermetically sealed insulating glass against material obstruction of vision, caused by hermetic seal failure on the internal glass surface.

Hardware and Parts: All hardware and other mechanical parts are warranted for a period of Ten (10) year from the date of installation under normal use and care of its product performance.

All windows are 7’-10” height from finish floor, all operative windows will be screened. No lot line windows will be proposed.

(iii) Proposed building is not landmarked and not within the designated Landmark district.

(iv) Proposed building is 7-story, as per Local Law 10/11, "Facade Inspection Safety Program" applies, facade Inspection cycle shall be performed every 5 years, starting from the completion of the exterior façade. Board of managers need to engage a local law 11 inspector for comprehensive report every five years. If not performed, it will be considered as a violation by Department of Buildings with subsequent fines. With a block number ending in 4 is a part of Sub-Cycle A. Cycle 10A begins 2/21/2025.

(2) Parapet and Copings

Roof parapets are a continuation of the exterior wall construction. They will be cast-in-place concrete construction with aluminum composite panels or spandrel glass and ¼” extruded aluminum composite panel copings. Parapet walls and metal guard rails are provided as required and extend 3’-8” above finished roof. Coping will be metal.

(3) Chimneys and Caps (MEP)

There are no fireplaces in the proposed building.

No Chimneys and caps proposed for MEP equipment.

(4) Terraces and Balconies

(i) Deck finish: Common and private terraces will be finished with unit pavers of concrete and will be provided with roof insulation and roofing membrane. The full system including the pavers and deck materials is compatible with the roofing membrane system and roofing warranty. Pavers can accept regular foot traffic. Balcony decks shall be made of composite weather-resistant material;

Die cast metal roof drains (ASME A112.6.4 approved) along with adjacently placed overflow drains ranging in size from 4” to 3” diameter will be provided to drain all terraces in the

Building in accordance with NYC Building Code '28.2-1503.4.1 Secondary drainage required'.

Number: As required
Material and Type: Cast iron

Roof drains within private balcony, court, terraces are the responsibility of the unit owner to maintain. Damage to residential units or common spaces below private spaces due to leaking roofs will be resolved by building management and paid for by unit owner where leak originated.

(ii) Balustrade: See parapets above

(iii) Railing: 3'-8" high aluminum composite panel on cast-in-place concrete, railings shall enclose all terraces with composite metal coping. Balconies will be enclosed with 4'-6" high clear seamless glass panel railing. The railing design will not create a "ladder effect." These terraces, balconies and railings will conform with NYC building codes.

(iv) Soffits: Aluminum composite metal panel soffis

(v) Glass and aluminum sliding doors with thermal breaks open on to the terraces and balconies. Sliding doors will be manufactured and provided by BCG Glass Industry.

(vi) Terraces:

About 48% of the 2nd floor terrace at various size will be used as Limited Common Element for Units 2E to 2J; about 52% will be used by the residential tenants as Residential Common Elements which meets egress and accessibility codes.

The building provides common terraces on the 1st and 2nd floor and private terraces on the 2nd and 7th floor. Common terraces are accessible for the residential tenants; there are balconies for the selected residential apartments from 3rd to 7th floors.

Terrace Location	Occupancy
Common terrace, 1st Fl	10
Common terrace, 2nd Fl	16
Private terraces, 2nd Fl accessory to units	total 19
Private terraces, 7th Fl accessory to units	total 7

(5) Exterior Entrances

(i) Exterior doors and frames: The main entrances to the building are on the first floor.

(a) Egress doors: Anodized aluminum clad hollow-metal doors and frames

Manufacturer: Park Avenue Doors
Hardware: Yale 2100 (F) Rim + 2110 (F) Rod + Hudson TB Lever
Thermal Break: schock T_CK-M10-V1-BB10-CV40-H200.-6.0

(ii) Vestibule doors and frames:

a) Residential lobby entrance: Aluminum rail and stile metal and glass door

Manufacturer: BCG Glass Industry Inc.

Hardware: Rockwood RM2200 + Rockwood 2942
Thermal Break: N/A

(iii) Exterior Stairs: none

(iv) Railing: none

(v) Mailboxes: Wall mounted recessed mailboxes are provided in the residential lobby. Each condominium unit will receive one mailbox, fabricated and installed to meet US Postal Regulations requiring STD-4C mailboxes for Class A multiple dwellings.

(vi) Lighting: Exterior rated LED lightings are provided at the building entrance and along the storefronts.

(6) Service Entrance

There is no designated service entrance for this building,

(7) Roof and Roof Structures

(i) Type of all areas:

(a) Materials: The roof is constructed of an 9" reinforced concrete slab with 120 MIL fully adhered EPDM roofing

(b) Insulation: Continuous close-cell tapered rigid R-33 insulation pitched to roof drains. EPDM roofing to be Sure-Seal by Carlisle

(c) Surface finish: surface finish is modified bitumen cap sheet with 6'-0" asphalt walkway pads along the perimeter of the building and connecting the egress soor

(d) Bond and guarantee: The roofing material is warranted by the roofing manufacturer for a period of fifteen 15 years by the manufacturer for materials, and the installation is guaranteed by the contractor for a period of 1 year from the date of substantial completion for materials and labor.

(e) Flashing materials: Cold fluid-applied membrane compatible with the installed roof materials, from the same manufacturer.

(ii) Drains:

(a) Location, material and type:

Die cast metal roof drains (ASME A112.6.4 approved) along with adjacently placed overflow drains ranging in size from 4" to 3" diameter will be provided to drain all terraces/roofs in the Building, the Mechanical Roof and the inner court in accordance with NYC Building Code '28.2-1503.4.1 Secondary drainage required.

Number: As required
Material and Type: Cast iron
Gutters and Leaders: Roof drains will be connected to a cast iron internal storm water/sewer pipe connected to the city sewer.

Roof drains in common spaces will be visually inspected quarterly by building staff. Damage to residential units or common spaces below common spaces due to leaking roofs will be resolved by building management.

Gutters and leaders: metal gutter and downspout at side walls

(iii) Skylights: there are no skylights in the proposed building

(iv) Bulkheads

Stair bulkheads provide two means of egress to the roof. Stair, elevator and mechanical areas are combined into a single two-level rooftop bulkhead which is constructed of a cast-in-place concrete and cement block (CMU) structure. The bulkheads will be enclosed with composite metal panel by BCG Glass Industry, color to match overall building. Firemen access path will be provided along the perimeter of the building with 6' wide walkway pad.

(v) Metal work at roof levels:

(a) Exterior, metal stairs: none

(b) Vertical ladder: none

(c) Railings: glass at locations indicated

(d) Hatches to roof: the roof over the bulkheads will be accessed from interior by roof hatches of Bilco.

(vi) Rooftop antennae, cell phone towers, satellite dishes, lightening protection equipment: none

Rooftop access is designed in compliance with 2014 NYC Fire Code, Section FC 504.4 (Rooftop Access).

(8) Fire escape: none
(9) Yards and Courts:

(i) Paving:

Outdoor terraces will be paved by Hanover pavers and used as outdoor recreation space that's accessible to the residential units only.

(ii) Drainage:

Yard drains are made of cast iron and connected to the building combined sewer.

(iii) Railing: none

(iv) Stairs: none

(v) Fencing: none

(vi) Walls: outdoor terrace on first floor is enclosed with concrete block walls

(10) Interior Stair

(i) Number of stairs of each type:

(a) Egress stairs:

There are two egress stairs enclosed with 2 hour rated enclosure which lead from the cellar to the roof floor and serve the residential apartment units that meet the New York City Building Code requirements. All stairs lead to exterior to 33rd Street.

(b) Service stairs: one service stair connects the roof level to the elevator machine room at the bulkhead level.

(ii) Enclosure: the stair shafts are partially constructed of reinforced six inch concrete block partially cast-in-place concrete wall partially painted gypsum drywall with a minimum two hour fire rating.

(iii) Stair construction: all stairs are cast-in-place concrete and six-inch concrete block having a minimum two hour rate raing

(iv) Stringer material: concrete

(v) Treads material: concrete

(vi) Risers material: concrete

(vii) Guards rails and handrails materials: painted steel

(viii) Balustrade materials: painted steel

(11) Interior Doors and Frames

(i) Apartment entrance doors and frame:

All unit entrance doors are 3'-0" by 8'-0", 1-3/4" thick FPSC (Fire-Protected, Self-Closing) one and a half hour (1-1/2 hour) rated painted flush hollow metal door and painted steel hollow metal frames and will meet the New York City Building Code requirements.

Unit interior doors and frames: All interior swing doors, pocket door, and double pocket doors in each residential unit are painted stile and rail solid core wood doors and hard metal frames or of equal quality as recognized by industry standards for performance, efficiency, longevity and/or other classification as applicable. The doors are approximately 1-3/4" thick.

(ii) Corridor doors and frames: All interior swing doors, pocket door, and double pocket doors in each residential unit are painted stile and rail solid core wood doors and hard metal frames or of equal quality as recognized by industry standards for performance, efficiency, longevity and/or other classification as applicable. The doors are approximately 1-3/4" thick.

(iii) Stair hall doors and frames: Doors and frames leading into egress stairs are approximately 1 ¾" thick FPSC (Fire-Protected, Self-Closing) one and a half hour [1 ½ hr.] fire rated painted flush hollow metal and will meet the New York City Building Code requirements

(iv) Roof doors, cellar doors and framesare 3'-0" by 7'-0", 1-3/4" thick FPSC (Fire-Protected, Self-Closing) one and a half hour (1-1/2 hour) rated painted metal and will meet the New York City Building Code.

(12) Elevators

(i) Number of passenger and service elevators: The building has two (2) brand new geared passenger elevators: A1 and A2. No service elevator

(ii) manufacturer, age of each and capacity: Elevators are brand new, manufactured by Innocore Pro Elevator overhead geared traction. Passenger elevator A1 has a maximum capacity of 2500lbs and passenger elevator A2 has a maximum capacity of 3500lbs.

(iii) Type of operation for each elevator by elevator number: Passenger elevator A1 and A2 are selective – collective simplex

(iv) controls: Micro-Processor (VVVF-AC)

(v) Floors served: 8 floors from Cellar level to 7th Floor

(vi) Type: overhead geared traction

(vii) Doors: 1-speed side open doors

(viii) Location of machine room: Elev machine room is located at the bulkhead level next to the top of the hoistway;

(ix) DC motor: N/A

(x) AC motor-geared set: AC motored by Hollister Whitney

(xi) Other:

(a) Power supply: 208V-3PH-60HZ

(b) Upon completion of the installation, Innocore Pro Elevator will receive a final signoff from the City of New York. The Local Law 10, a mandatory periodic inspection is required of elevators in NYC, will then be required.

(13) Elevator cabs

(i) Kind: stainless steel cab manufactured by Innocore Pro Elevator

(ii) Floor: elevator cab floors will have 3/8" porcelain tiles with a 1 ½" Ø satin black metal and satin black base boards.

(iii) Walls: elevator cab walls are black mesh metal wall panels with wood look laminate wall panels and smokey tinted mirror

(iv) Ceiling: stainless steel

(v) Lighting: the car ceiling has Light Emitting Diodes (LED) down lights

(vi) Alarm, safety system: Alarm and communication system will be integrated in elevator cab to comply with N.Y.C. Regulations;

20.7 (i) Auxiliary Facilities

(1) Laundry room: none. There is no common laundry room in the building. All residential units are equipped with individual, electric washer and electric ventless dryer.

Type: combo

Utility connection: electrical

Manufacturer and model: The manufacturer and model is LG 24" 2.4 Cu. ft. All-in-one Washer/Dryer Combo WM3555HWA

(2) Refuse disposal:

There is one compactor room with refuse storage equipped with a trash compactor, hose bibb, and area drain in cellar, next to the residential elevators. Compactor is MC4000-M Metro Pak Multi Bag Compactor by All-City Metal. MC4000-M model is for use in building with up to 100 apartments. There are six refuse rooms located on the second through seventh floors for the purpose of collecting residential refuse. All refuse to be removed to the street by superintendent daily at 6pm and placed on the sidewalk for commercial pick-up. All refuse shall be placed on the sidewalk and to be picked up twice weekly by the Department of Sanitation.

(3) Bike Storage

(i) There is a bicycle storage area for 32 bikes in the cellar level, next to the driveway ramp. This bicycle storage area will be shared and accessed by the residential tenants. This bicycle storage area is constructed with concrete.

(ii) Single sided floor mounted bike racks are provided for the bicycles. Bicycles can be secured to the rack with an independent chain, U-lock or similar mechanism provided by the resident.

(4) Storage

There is no storage room for the residential units

(5) Package room:

There is one Package room and one Cold Storage Room in the first floor residential lobby next to the Mail Room. They are interior rooms with painted gypsum boards with independent locked door. The rooms are monitored and accessed by building staff.

20.7 (j) Plumbing and Drainage

(1) Water Supply

There is one 4-inch water main on 33rd Street serviced by New York City Water Board. A 4" water tap connection will be made to the building. A total of one water meter will be installed and water will be billed to the condominium as a common expense by the New York City Water Board in accordance with the water meter reading based on actual consumption. The water main shut-off valve shall be located in cellar water meter room with in 2" of the POE.

There will be a central meter for the entire building, including residential units, commercials and all common spaces. No separate water meters will be provided for the unit owners. Water usage will be billed collectively based on the water meter reading. The cost will be distributed within the common charges.

The supply water pipes shall be Copper or Brass in compliance with NYC Plumbing Code.

All hot water piping is insulated with minimum 1.0" insulation for piping less than 1.5" and minimum 1.5" insulation for piping 1.5" or larger, the insulation material conductivity shall not be less than 0.25, in compliance with 2020 NYC Energy Conservation Code.

(4) Water pressure and maintenance

One 4" domestic water service is brought into the building for domes usage. The street residual pressure is 58 psi at 33rd Rd. Supply water for all plumbing fixtures from cellar to 1st floor, will be fed by street water pressure; all plumbing fixtures in residential floors from 2nd floor through 7th floors, will be fed by a domestic water duplex booster pump (Federal Pump Model vsps-12050-2, (2) pumps with 120 GPM @ 50 PSIG head each), to maintain minimum code required water pressure for the building domestic water usage.

(5) Sanitary sewage system

The sanitary drainage system for cellar through 7th floors is direct connected by gravity to (1) 8 inch building sanitary sewers at 33rd Street side, all piping shall be cast iron. The 8" building sanitary sewer connects to the 15" city sanitary sewer in 33rd Street. One sewer ejector will be installed (Libery Pumps LEH153M), sewage pump, (2) 50 GPM @ 55 ft. head, 1.5 HP and 208V/3P each, in cellar 2 serving sanitary system from cellar.

(7) Storm drainage system

The storm water system is designed as a flow control system, with detention tank at the building's cellar in accordance with NYCDEP regulations.

One 8" combined sewer is installed and connected to city combined sewer main in 33rd Street, for the building storm systems; 8" storm off 8" combined sewer is connected to a storm detention tank in cellar floor. All storm piping are made by cast iron, the distribution system shall be designed and sized based on NYC Plumbing Code. Within the property, the storm flow to the city sewer system will be restricted by the detention tank with overflow bypass, prior to be discharged into city sewer system, in compliance with NYC DEP rules.

(2) Fire protection system

The building is provided with a full sprinkler and fire standpipe system in accordance with NYC Building Code NFPA13.

i) An automatic wet sprinkler system is provided on all floors except cellar which have dry sprinkler system. Manual Wet Standpipe/sprinkler system primary water supply is from 6 inch fire services. There is (1) 500 GPM sprinkler booster pump the cellar fire pump room.

ii) The fire and life safety system, including exit signs, emergency lighting and communication devices, complying with Local Laws 5, 16, and 58 will be provided tying into the building's life safety equipment. All lobbies are provided with smoke detectors. Each stair landing is provided with water flow/temper switches and fire hose valves at the standpipe/sprinkler risers.

iii) Sprinkler heads are sidewall, upright and concealed types spaced in residential and commercial areas.

iv) A Siamese connection for Fire Department use is provided in accordance with the code to be installed on 33rd Street.

(3) Water storage tank and enclosure

(i) Number, type and location of each: there is one (1) stormwater detention tank in Cellar
(ii) Material (interior, exterior and roof of tank): cast in place concrete
(iii) Access to tank: through a 30" manhole utilizing a vertical gooseneck ladder
(iv) capacity: 10,450 gallons (1,398 C.F.)
(v) fire reserve capacity: N/A

(6) Permit(s) required

NYC Department of Buildings
(a) Plumbing Q00723899-I1-PL, approved 01/11/23

NYC Department of Environmental Protection
(a) Sewer SCQ-2093/22, approved 12/07/22

20.7 (k) Heating

(1) Hot water heater

Residential:

Each studio/1-bedroom unit will be served by one (1) electric domestic storage water heater located inside the water heater closet within each unit. The water heater, manufactured by A.O. SMITH model number ENJB-40, will have 38-gallon storage capacity and rated 0.95 UEF. Each residential water heater shall be installed with a expansion tank, thermostatic mixing valve to provide single temperature for each delicate apartment. And all hot water pipe shall be insulated with 1" fiber glass. The water heater is selected and sized based on peak load of the hot water usage of the unit.

Each 2-bedroom unit will be served by one (1) electric domestic storage water heater located inside the water heater closet within each unit. The water heater, manufactured by A.O. SMITH model number ENJB-40, will have 38-gallon storage capacity and rated 0.95 UEF. Each residential water heater shall be installed with a expansion tank, thermostatic mixing valve to provide single temperature for each delicate apartment. And all hot water pipe shall be insulated with 1" fiber glass. The water heater is selected and sized based on peak load of the hot water usage of the unit.

Public space:

The service sink in compactor room on cellar floor will be served by one (1) electric tankless water heater with 99% thermal efficiency, manufactured by Eemax Inc. model number SPEX8208.

The public bathrooms on cellar and 1st floor will be served by two (2) electric tankless water heater with 99% thermal efficiency, manufactured by Eemax Inc. model number SPEX3208.

Piping insulation:

Each unit heater will be connected to all plumbing fixtures that require hot water by code and provided with 6-year limited warranty. All domestic hot water piping shall be Insulated with fiberglass pipe installations. The insulation average thermal conductivity shall not exceed 0.22 BTU per inch. 0.5" insulation thickness for domestic cold water pipe, 1" insulation thickness for residential domestic hot water pipe or commercial domestic hot water pipe diameter less than1.5", 1.5" insulation thickness for commercial domestic hot water pipe diameter equal or larger than 1.5".

(2) Heating system

The heating system provided in the building is in accordance with the NYC Building Code. The heating systems shall maintain indoor temperature at minimum 68F when outdoor is 13F during heating seasons.

(i) Commercial (1st floor):

Each production studio unit will have one individual VRF (Variable Flow Refrigerant) heat recovery system for space heating and cooling. The air handlers and air distribution systems will be designed and installed by future tenants. Each air handler will be controlled by individual wall mounted programmable thermostat by future tenants.

Manufacturer: Mitsubishi
Model number: PURY-HP240TSNU-A
Heating capacity: 270 MBH
Efficiency rating: 3.36 COP
Warranty: 10-year limited warranty by manufacturer
Location: Roof

(ii) Residential (2nd – 7th floors):

Each 1-bedroom and 2 bedroom residential unit will be heated and cooled by–one (1) dedicated VRF (Variable Flow Refrigerant) air conditioning.

Manufacturer: Mitsubishi
Model number: MXZ-SM36NAMHZ-U1
Heating capacity: 42 MBH
Efficiency rating: 11.7 HSPF
Indoor air handling unit model number: SEZ-KD12NA4R1 and/or SEZ-KD18NA4R1
Control: wall mounted programmable thermostat
Warranty: 10-year limited warranty by manufacturer
Location: Roof

The Studio unit will be served by (1) dedicated VRF air conditioning system for space heating and cooling,.

Manufacturer: Mitsubishi
Model Number: SUZ-KA24NAHZ
Heating capacity: 28 MBH
Efficiency rating: 3.8/9.0 (COP/HSPF)
Indoor air handling unit model number: PEAD-A24AA7

Control: wall mounted programmable thermostat
Warranty: 10-year limited warranty by manufacturer
Location: Roof

The residential lobby and indoor recreation spaces on 1st floor will be heated and cooled by one (1) VRF heat recovery system.

Manufacturer: Mitsubishi
Model number: PURY-HP72TNU-A
Heating capacity: 80 MBH
Efficiency rating: 3.76 COP
Indoor air handling unit model number: PEFY-P36NMHU-E2 and PEFY-P18NMAU-E4
Control: wall mounted programmable thermostat
Warranty: 10-year limited warranty by manufacturer
Location: Roof

The residential public corridors from 2nd to 7th floor will be heated and cooled by one (1) VRF heat recovery system.

Manufacturer: Mitsubishi
Model number: PUHY-HP72TNU-A
Heating capacity: 80 MBH
Efficiency rating: 4.03 COP
Indoor air handling unit model number: PEFY-P12NMAU-E4
Control: wall mounted programmable thermostat
Warranty: 10-year limited warranty by manufacturer
Location: Roof

All VRF systems above have energy efficiency in compliance with 2014 NYC ECC.

In unconditioned or outdoor space, supply/return ducts and plenums shall have minimum 2.5” R-8 insulation. In indoor conditioned space, supply/return ducts and plenums shall have minimum 1.5” R-6 insulation.

All refrigerant pipes shall be copper type "K" with min. 1.5" insulation. For outdoor space, weatherproof cover shall be provided.

Public spaces including building entrances, utility spaces and stair cases are provided with electrical unit heaters, manufactured by Indeeco model WLI series wall heater and explosion-proof convector. Each electrical unit heater will be provided with built-in thermostat.

(3) Boiler

N/A

20.7 (l) Gas supply

N/A

20.7 (m) Air Conditioning

Commercial (1st floor):

Each commercial unit will have one individual VRF (Variable Flow Refrigerant) heat recovery system for space heating and cooling. The air handling and air distribution systems will be designed and installed by future tenants. Each air handling unit will be controlled by an individual wall mounted programmable thermostat by future tenants.

Manufacturer: Mitsubishi
Model number: PURY-HP240TSNU-A
Heating capacity: 240 MBH
Efficiency rating: 11.2/18.8 (EER/IEER)
Warranty: 10-year limited warranty by manufacturer
Location: Roof

Residential (2nd – 7th floors):

Each 1-bedroom and 2-bedroom residential unit will be heated and cooled by one (1) dedicated VRF (Variable Flow Refrigerant) air conditioning system for space heating and cooling..

Manufacturer: Mitsubishi
Model number: MXZ-SM36NAMHZ-U1
Heating capacity: 36 MBH
Efficiency rating: 12.6/18.3 (EER/SEER)
Indoor air handling unit model number: SEZ-KD12NA4R1 and/or SEZ-KD18NA4R1
Control: wall mounted programmable thermostat
Warranty: 10-year limited warranty by manufacturer
Location: Roof

The studio unit will be served by (1) dedicated VRF air conditioning system for space heating and cooling..

Manufacturer: Mitsubishi
Model Number: SUZ-KA24NAHZ
Heating capacity: 24 MBH
Efficiency rating: 10.3/15.0 (EER/SEER)
Indoor air handling unit model number: PEAD-A24AA7
Control: wall mounted programmable thermostat
Warranty: 10-year limited warranty by manufacturer
Location: Roof

The residential lobby and indoor recreation spaces on 1st floor will be heated and cooled by one (1) VRF heat recovery system.

Manufacturer: Mitsubishi
Model number: PURY-HP72TNU-A
Heating capacity: 72 MBH
Efficiency rating: 11.9/20.9 (EER/IEER)
Indoor air handling unit model number: PEFY-P36NMHU-E2 and PEFY-P18NMAU-E4
Control: wall mounted programmable thermostat
Warranty: 10-year limited warranty by manufacturer
Location: Roof

The residential public corridors from 2nd to 7th floor will be heated and cooled by one (1) VRF system.

Manufacturer: Mitsubishi
Model number: PUHY-HP72TNU-A
Heating capacity: 72 MBH
Efficiency rating: 11.9/21.1 (EER/SEER)
Indoor air handling unit model number: PEFY-P12NMAU-E4
Control: wall mounted programmable thermostat
Warranty: 10-year limited warranty by manufacturer
Location: Roof

All VRF systems above have energy efficiency in compliance with 2014 NYCECC.

In unconditioned or outdoor space, supply/return ducts and plenums shall have minimum 2.5" R-8 insulation. In indoor conditioned space, supply/return ducts and plenums shall have minimum 1.5" R-6 insulation.

All refrigerant pipes shall be copper type "K" with min. 1.5" insulation. For outdoor space, weatherproof cover shall be provided.

20.7 (n) Ventilation

(1) Cellar parking garage area will be served by one (1) parking exhaust ceiling mounted fan system, manufactured by Greenheck model number AX-63-160-0426-A20 with 8,600 CFM exhaust capacity.

(2) Gas meter room will be provided with natural ventilation as required by NYC code through louvered outdoor air opening.

(3) The ventilation system including exhaust air from compactor room on cellar floor and trash room from 2nd to 7th floor and outdoor air supply to public spaces from cellar to 7th floor as required by NYC Mechanical Code will be provided by one (1) Energy Recovery Unit system located on roof, manufactured by Greenheck model number ERV-10-20H-VG, with 700 CFM exhaust and outdoor air supply capacity.

(4) The ventilation systems including exhaust air from residential bathrooms and outdoor air supply to each residential unit from 2nd to 7th floor as required by NYC Mechanical Code will be provided by four (4) Energy Recovery Unit systems located on roof, manufactured by Greenheck model number (3) ERV-10-20L-VG with 400/600/950 CFM exhaust capacity and 450/550/900 CFM outdoor air supply capacity respectively and (1) ERVe-20-15L with 1,200 CFM exhaust capacity and 1,100 CFM outdoor air supply capacity.

(5) The ventilation systems for residential unit kitchens from 2nd to 7th floor will be provided by three (3) kitchen exhaust fan systems, manufactured by Floair model number (2) FABI11DD-RM with 1,000 CFM exhaust capacity and (1) FABI11DD-RM with 800 CFM exhaust capacity.

20.7(o) Electrical System

(1) Service from main service switchgear: Electric service will be provided by Con Edison at 120V/208V, 3 phase, 4 wire to the electrical switchboard room located at the cellar main

electrical room. The power is distributed through various size service disconnect means to the residential units, commercial units, fire alarm systems and the automatic fire pump. There will be total (6) service disconnect means for this building. Commercial units loads are served from (2)400A service disconnect switch each fused at 400A. Base building common area loads are served from a 800A service disconnect means, and a 800A main circuit breaker is used. Fire pump(200A & fused at 200A) and fire alarm system(30A & fused at 30A) are taken ahead of the base building service disconnect means as per building code requirement. Residential loads are served from (3)1200A service disconnect switch fused at (3)1000A. All services are provided at 120v/208v, 3 phase. Wire materials are aluminum feeders for all service feeders. Wire sizing based on the building's single-line and electrical riser diagrams, as reference on drawings E-301 & E-302, respectively.

(2) Service to individual Units: 125A , 1-phase, 3 wire, (120v/208v) service with individual ConED meters will be provided to each individual units with a typical feeder size of 3#1/0, 400A, 208v, 3-phase, 4-wire, (120V/240V) service will be provided to each commercial unit, and the feeder size will be 4#750kcmil. Aluminum wiring will be used for all service entrance.

(3) Compartment switch-gear: All switchboards and service disconnect means are located at main electrical room on the cellar floor.

(4) Unit service: The panel for each typical residential unit will be 125A, 120/240, 1- phase, 3-wire system. Circuit breakers located at meter banks will be used for each apartment units as protective equipment. The service will provide adequate capacity for electrical system to handle modern usage and appliances such as dishwasher, electrical dryers, electrical range and air conditioners.

(5) Adequacy:

a) Service: Average number of circuts per apartment and capacity will be provided to handle modern day appliances, air conditioners, dishwashers, electrical range and electric washer and dryer, in accordance with NYC Electric Code (NEC 2008).

b) Lighting and fixtures: General lighting and receptacles will be provided in general back of house program areas. Within the Residential Units lighting shall be provided in the kitchens, bathrooms, halls and corridors along with convenience outlets at kitchen countertops, bathrooms and wall spaces as required by the NYC Electric Code (NEC 2008).

c) Convenience outlets: switched lighting fixtures will be provided in all bathrooms, kitchen and where shown on drawings and specifications. Tamper-resistant receptacles will be protected by AFCI breakers for the Residential Units. Ground fault receptacles will be provided in bathrooms, kitchen and terraces. The evaporator fan coils and water-cooled condensing units in each Residential Unit will be wired directly to the Residential Unit's electrical panel

d) Emergency power: Emergency generator is not required for this building as per NYC BC 2702.

20.7 (p) Intercommunication and Door Signal System

(1) Telephone, Cable Television, High Speed Internet: Cable high speed Internet services will be available through Verizon or another provider. Service enters the building below the parking garage and connects up to an AV/IT room in the cellar. The distribution is achieved from the AV/IT room to IDF telephone closets located on floors alternating with electrical closets, to provide wiring to each apartment.

(2) Intercom:

(i) Manufacturer and Model: LATCH Intercom System

(ii) Warranty: 1 year

(3) Building CCTV system is provided for select locations with monitor located at lobby desk.

(i) Manufacturer and Model: UNV, IPC3618SR3-DPF28LM-F

(ii) Warranty: 1 year

(4) The building will not be equipped with a master television antenna system

Closed-circuited security system will be provided throughout the residential portion of the building cameras will be installed in corridors, elevators, egress stairs and residential common areas.

20.7 (q) Public Area Lighting

All public areas (entrances hallways, stairs, and cellars) are illuminated with LED lighting fixtures. Illumination levels will conform to NYC multiple dwelling requirements.

20.7 (r) Garage and Parking Area

(1) Location of garage:

Premises are served by valet parking attendants. An enclosed parking garage with(32) thirty-two attended parking spaces in the cellar level. Spaces are dimensioned in compliance with zoning and code regulations. All (32) thirty-two attended parking spaces are standard sized and required for residential apartments. There is no required parking for the photographic and motion studio spaces.

(2) Location of parking spaces:

All (32) thirty-two attended parking spaces are located in the parking garage containing one ADA accessible van space on the same level. ADA signage will be located on the column next to the ADA parking space. The ADA van parking space will be located at spot #25. The number and dimension of parking spaces are in compliance with zoning and code regulation.

(3) Surfaces:

The material of the floor surface of the parking area is concrete slab with traffic coating. Wall finishes are concrete wall and CMU. The parking area is designed to adequately drained with a trench drain at base of ramp. Lighting is provided with LED fixtures.

(4) Parking:

There is no vehicle elevator. Parking garage's entrance is on 33rd Street, accessed by a ramp of 14'-5" in width from 1st floor to cellar. Parking is for residents only.

(5) Garage ventilation:

Garage ventilation is through exhaust fan and ducting installed at the ceiling at exhausts to the exterior. Manufacturer of the exhaust is Greenheck with 8,600 cfm.

(6) Drainage:

The parking area is designed to adequately drained with a trench drain at base of ramp.

(7) Garage Fire Protection:

Garage is protected by an automatic sprinkler system

20.7 (s) Swimming pool

No swimming pools are planned for this project.

20.7 (t) Tennis Court, Playgrounds and Recreation Facilities

(1) No tennis courts are planned for this project.

(2) No playgrounds are planned for this project

(3) Recreational facilities:

a. Landscaped yard: Located at the first floor in the back yard with maximum 10 persons. Kitchen sink and two (2) barbeque grills are provided for tenants. Barbeque grills are 32-inch stainless steel electric grills with single temperature control by Electri-Chef, Model 4400-EC-448-I-S-32.

b. Fitness room: one (1) fitness room approximate 628 sf. with maximum 13 persons is located on the 1st floor. The fitness space contains workout areas for the fitness machines. A restroom is located outside at the corridor outside the fitness space.

c. Lounge: one (1) lounge approximate 615 sf. with maximum 12 persons is located on the 1st floor with a pantry area and seatings.

d. Roof terrace: one (1) common roof terrace with maximum 16 persons is located at the second floor roof over 1st floor. Private terraces are located at the 2nd floor with subdivisions.

20.7 (u) Permits, Inspections, Violations

(1) The following permits listed are required with their respective agencies:

Department of Buildings:
a) New Building Construction Permit (440639203)
b) Fence Permit (Q08010184)

c) Support of Excavation Permit (Q00782728)
d) Foundation Permit (Q00784460)
e) Structural Permit (Q00783250)
f) Plumber's Affidavit and Permit (Q00723899)
g) Sprinkler Permit (Q00723905)
h) Mechanical Permit (Q00723893)
i) Curb Cut Permit (TBD)
j) Equipment Use Permit (TBD)

Department of Highways
a) Crosswalk Use Permit (TBD)
b) Sidewalk Paving Permit (TBD)

Department of Environmental Protection
a) Sewer Connection Permit SC Q-2093/22

Department of Water Supply, G.T.E.
a) Water Tap Permit (TBD)

(2) Recurring Inspection include the following:

NFPA 80, Sprinkler, Elevator, Fire Alarm, Backflow Prevention, FISP, Window Guard, Water Tank, Fire Extinguisher, LL84

20.7 (v) Violations

There are no violations as of to-date of this report as follow.

20.7 (w) Unit Information

Residential apartment units will be provided with engineering wood flooring by Dekorman throughout the Living and bedrooms Kitchen and Bathrooms will be provided with Porcelain tiles by NEMO

Residential kitchen base cabinets will be furnished with laminated wood by Shinnoki and upper cabinets will be glossy PET by AGT. Counter top and back splash to be Quartz in color Calacatta by Compac. See below list of appliances.

Vanities in residential Bathroom to be custom vanity, HPL cabinet, quartz top and undermount sink by Signature Plumbing, tubs to be Catalina 5' Bath in white by Signature Plumbing, toilets to be Toto , all plumbing fixtures and accessories to be polish chrome by Signature Plumbing.

(1) Apartment Interior Finishes

(a) General Schedule:

Foyer Walls	GWB, Painted
Hall Walls	GWB, Painted
Living/Dining Walls	GWB, Painted
Kitchen Walls	GWB, Painted
Kitchen Countertop	Quartz
Kitchen Cabinets	Custom
Master Bathroom Walls	GWB, Painted; Porcelain Tile

Second Bathroom Walls	GWB, Painted, Porcelain Tile
Powder Room Walls	GWB, Painted, Porcelain Tile
Closets Walls	GWB, Painted
Living/Dining/Bedroom/Kitchen/Foyer Floors	Engineered Wood Flooring
Master Bathroom Floor	Porcelain Tile
Second Bathroom Floor	Porcelain Tile
Powder Room Floor	Porcelain Tile
W/D Closet Floor	Porcelain Tile

(b) Material and Unit Detail:

(i) Engineered Wood Flooring:

Manufacturer: Dekorman
Thickness: 14mm
Species: European Oak
Warranty: 1 Year
Underlayment: 5mm rubber

(ii) Painting of Walls and Ceilings:

Primer: Benjamin Moore Ultra Spec 500 Primer
Finish Coats: two (2) coats of Benjamin Moore professional grade Ultra Spec 500

(iii) Residential Unit Ceiling Heights:

Main Rooms: 9'-5"
Secondary Spaces (Kitchens, Baths): 8'-6"

(iv) Carpets: none

(2) Apartment Kitchen and Bathroom Fixtures:

Location	Item	Brand	Model	Location
Kitchen	Kitchen sink	Signature Plumbing	KS1065SS12SS-10	All kitchen
Kitchen	Kitchen faucet	Signature Plumbing	KF1121BR2-24MB	All kitchen
Kitchen	Soap dispenser	Signature Plumbing	SPD1006BR13MB	All kitchen
Bathroom	Single hole faucet	Signature Plumbing	LF1370BR2MB-L	All bathroom
Bathroom	Shower head	Signature Plumbing	SH1079BR13MB	All bathroom
Bathroom	Hand shower	Signature Plumbing	HH1001BR13MB	All bathroom

Bathroom	Shower trim with two handles for two-way diverter	Signature Plumbing	TT1072BR13-11MB-2	Master bathroom of 2 BR
Bathroom	Towel bar	Signature Plumbing	TB1150BR13MB-24	All bathroom
Bathroom	Toilet paper holder	Signature Plumbing	TPH1158BR13MB	All bathroom
Bathroom	Robe hook	Signature Plumbing	RH1115BR13MB	All bathroom
Bathroom	Tub spout	Signature Plumbing	TS1078BR13MB	All 1BR and Studio
Bathroom	Shower trim with two handles for three-way diverter	Signature Plumbing	TT1072BR13-11MB-3	All 1BR and Studio and 2nd bathroom of 2BR
Bathroom	Drop in bathtub	Duravit	BT2160AC1-L	All units
Bathroom	NEROREST	TOTO	MS989CUMFG	All master bathroom (inc. 1BR and Studios
Bathroom	Secondary toilet	TOTO	MS854114EL#01	2nd bathroom of 2BR

(3) Apartment Kitchen and Laundry Equipment

Brand	model#	Description	Location
Bosch	B30IB905SP	30" Buil-in Botton Freezer Referigerator/Panel Ready/HC	1BR & 2BR
Bosch	B09IB91NSP	24" Buil-in Botton Freezer Referigerator, Panel ready	Studio
Bosch	NIT8060UC	30" Induction Cooktop, 800 Series, Black, Frameless, HC	1BR & 2BR
Bosch	NIT5460UC	24" Induction Cooktop, 500 Series, Black, Frameless	Studio
Bosch	HBL8453UC	800 Series, 30", Single Wall Oven, Stainless Steel, HC	1BR & 2BR
Bosch	HMC54151UC	500 Series, 24" Speed / Convection Microwave, 120Volt, SS	Studio
Bosch	HMV5053U	500 Series Over-The-Range Microwave 30" with Outside Venting Options	All units
Fisher & Paykel	DD24SI9N(81219) tall	Integrated Single DishDrawer™ , 24Inch/Panel ready	All units
AO Smith	ENJB 40	AO Smith Lowboy/Side Connect/38G/Ceiling Mounted	All Units
LG	WM3555HWA	LG 24" 2.4Cu ft All-in-one Washer/Dryer Combo	All units

20.7 (x) Finish schedule of spaces other than units

Legend

CT P	Non-slip Ceramic Tile Porcelain	AT	Asphalt Tile
GT GW	Honed Granite Gypsum Wallboard	WD UF	Wood Unfinished
CP	Carpet	PNT	Painted
VT	Vinyl Tile	CMU	Concrete masonry unit
EP	Epoxy Paint	AC	Acoustical
CC	Concrete	GL	Glass

Finish scheme

Room	Floor	Walls	Ceiling	Remarks
Stairs	Concrete	Painted	Painted	
Cellar Storage	Sealed concrete	Exposed CMU and brick masonry	Exposed concrete	
Cellar Mechanical Room	Epoxy coating	Painted	Exposed concrete	
Garage	Waterproofing Pedestrian and Parking Deck Coating System	Painted or Exposed CMU and brick masonry	Exposed concrete - unpainted above	
Cellar Bicycle	Sealed concrete topping slab	Painted or Exposed CMU and brick masonry	Exposed concrete - unpainted above	
Refuse Room	Epoxy coating	Painted	Painted	
Building Entry	Porcelain Tile	Aluminum and Glass Storefront	Painted GWB	
Lobby	Porcelain Tile	Porcelain Tile, Tempered Glass and Metal	GW/PNT	
Package Room	Porcelain Tile	Painted, Vinyl Wallcovering	Painted GWB	
WC-2	Porcelain Tile	Porcelain Tile	Painted GWB	

Fitness Space	Vinyl Sheet Flooring	Mirror, Vinyl Wallcovering, Painted GWD	Painted GWB, Aluminum Linear Ceiling System	
Lounge	Porcelain Tile	Glazed Interior Partitions, Painted GWB	Painted GWB	
BOH Corridor	Sealed Concrete Topping Slab	Painted GWB	Painted GWB	
Residential Corridors	Carpet	Wallcovering	Painted GWB	
Elevator Machine Room	Epoxy coating	Painted	Painted GWB	

Amenities Plumbing Fixtures:

Lavatory by HPL cabinet, quartz top and undermount sink by Evergreen
Faucet by Sloan Electric Hand Washing Faucet
Water Closet by Toto Legato One-Piece High Efficiency Toilet, color #01 Cottom
Grab Bar - 42” and 24”x 1 ½” Brushed Stainless Steel
Double Roll Toilet Tissue Holder -Brushed Stainless Steel
Glass Mirror - ¼” Glass with wood frame
Soap Dispenser – Electric Deck mounted Brushed Stainless Steel
Hand Dryer -- Surface Mounted with Automatic Sensor
Towel Dispenser – Fully Recessed, Brushed Stainless Steel

Although the sponsor intends to use fixtures, appliances, equipments and materials described herewith, it reserves the right to substitute fixtures, appliances, equipments and materials of equal or better quality.

20.7 (y) <u>Safety and warning devices</u>

(1) The building is provided with Fire Alarm and automatic sprinkler system throughout;

(2) Each residential unit shall be provided with hard-wired combo alarms of fire and carbon monoxide in locations where required by the building codes

20.7 (z) Additional Information

(1) See attached site plan & individual unit floor plans;

(2) The building anticipated to be occupied by tenants and unit owners prior to obtaining the Final Certificate of Occupancy. Tenant Protection Plan Notice will be distributed to each occupied unit owner and Tenant Protection Plan to each occupied unit owner upon request as required by codes.

20.7 (bb) Further Development

There will be no further developments at the building from the sponsor.

20.7 (cc) Asbestos

New construction. Not Applicable

20.7 (dd) Lead Based Paint

Not Applicable

The undersign, to the best of his knowledge, has prepared the above for architectural reference only. The report shall not be used as a guarantee and shall be used as for preliminary reference only.

Prepared by,



10/4/23

Raymond Chan R.A.
for
Raymond Chan Architect, P.C.

CURRICULUM VITAE FOR THE ARCHITECT

Raymond Chan, RA

License

NYS Licensed since 1983
Additional Licensed states: New Jersey, Pennsylvania, Maryland & Nevada

Education

Bachelors of Architecture, Syracuse University	1979
Masters of Architecture, Carnegie Mellon University	1980

COMPLETED CONDOMINIUM PROJECTS:

- Haight Street Condominium (Residential)
  41-34 Haight Street
  Flushing, NY

- Roosevelt Ave Condominium (Mixed Use)
  73-02/14 Roosevelt Avenue
  Jackson Heights, NY

- 104th St Condominium (Residential)
  44th Ave/104th Street
  Corona, NY

- Fu Hao Grace Tower (Mixed Use)
  135-09 40th Road
  Flushing, NY

- Seville Condominium (Residential)
  41-93 Parsons Boulevard
  Flushing, NY

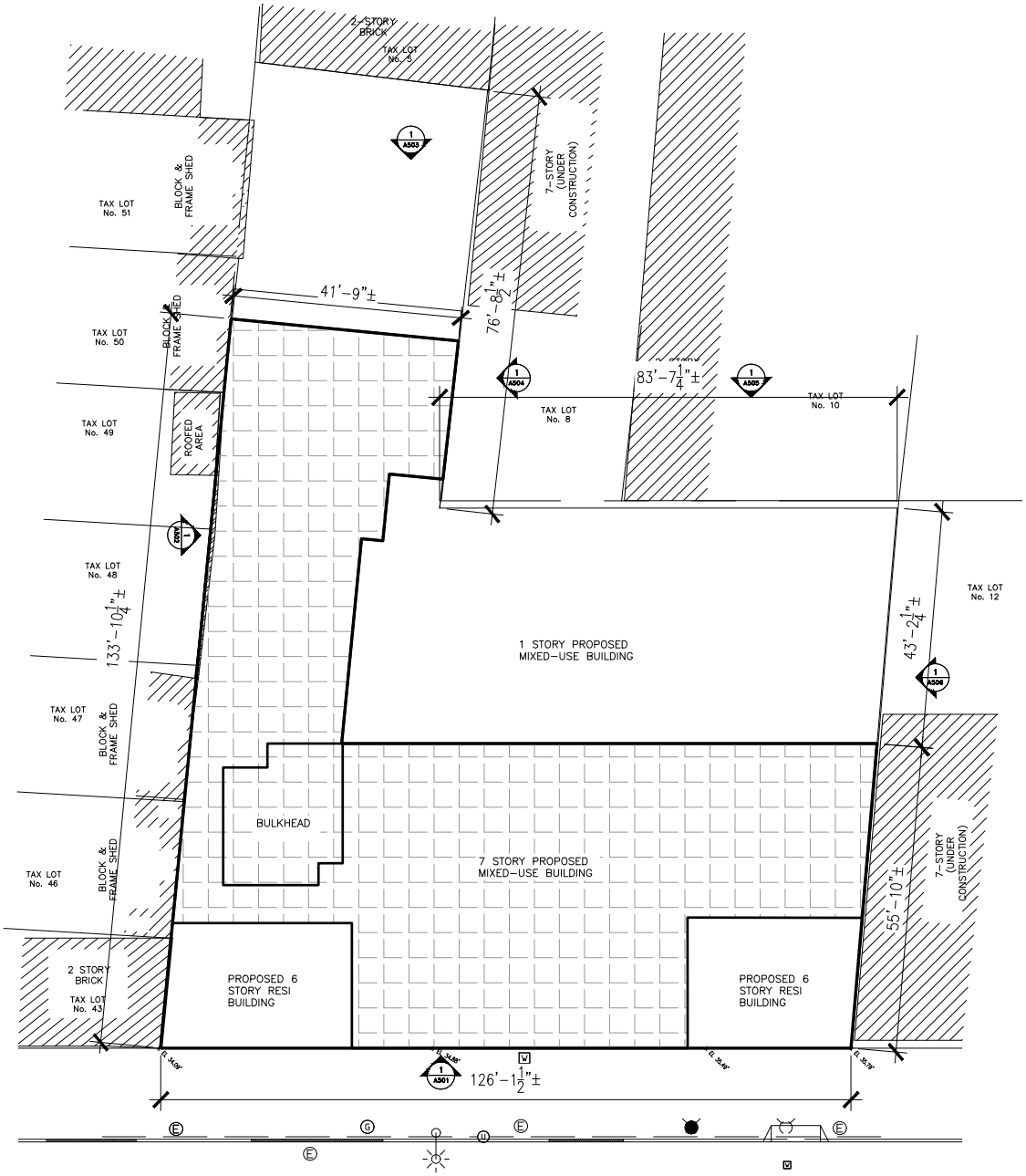
- Office Condominium (Office)
  217 Grand Street
  New York, NY

- Union Street Condominium (Residential)
  43-15/17/19 Union Street
  Flushing, NY

- Fultonex Office Condo (Retail/Office)
  39-07 Prince Street
  Flushing, NY

LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



33RD STREET (70 FT. WIDE)

37-34 33RD STREET CONDO.

1 SITE PLAN
SCALE: 1/32" = 1'-0"

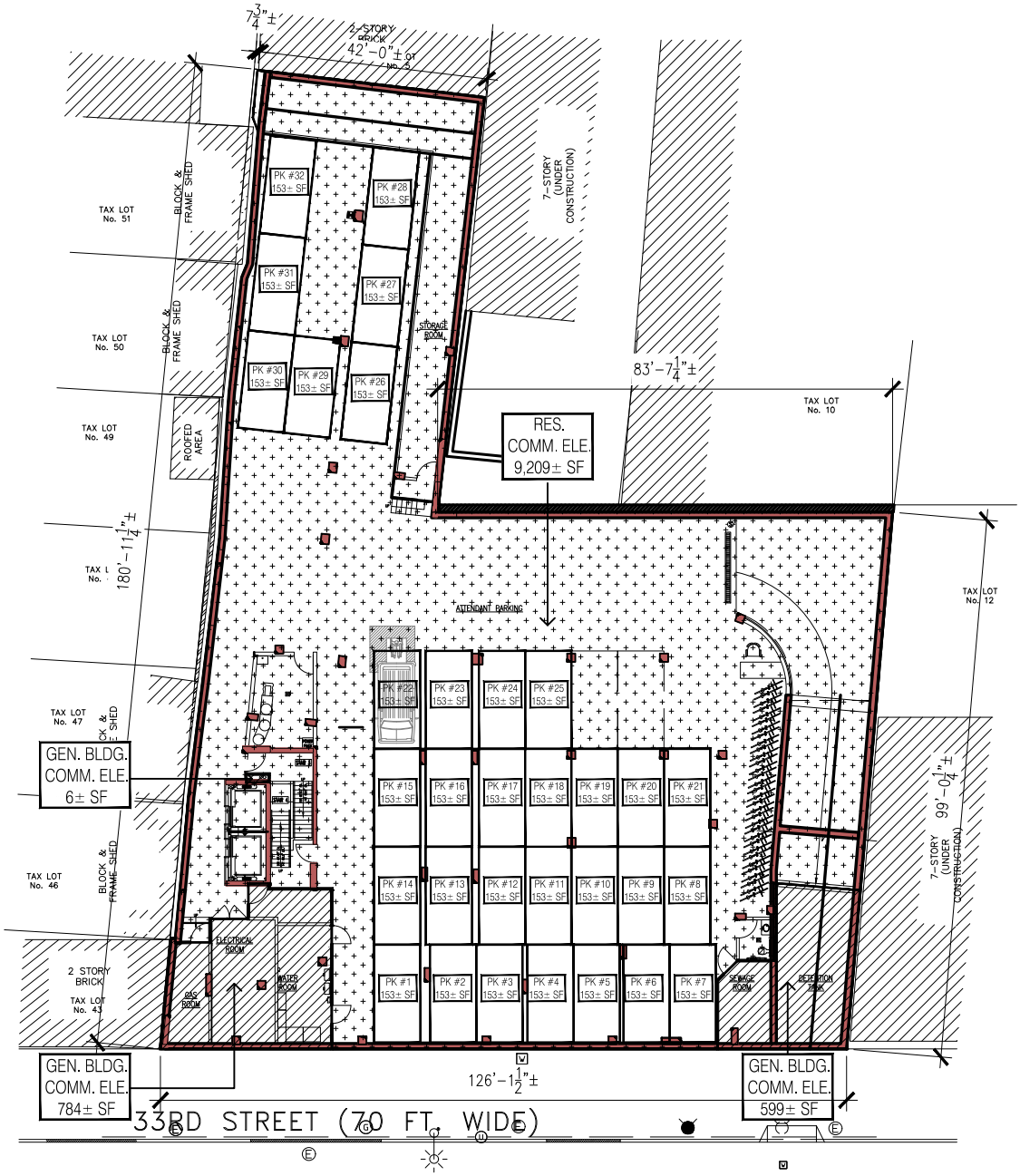
37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

ALL AREAS AND DIMENSIONS ARE APPROXIMATION ONLY. AREA MAY VARY DUE TO UNFORSEEN SITE CONDITION.

LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 CELLAR PLAN
SCALE: 1/32" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 FIRST FLOOR PLAN
SCALE: 1/32" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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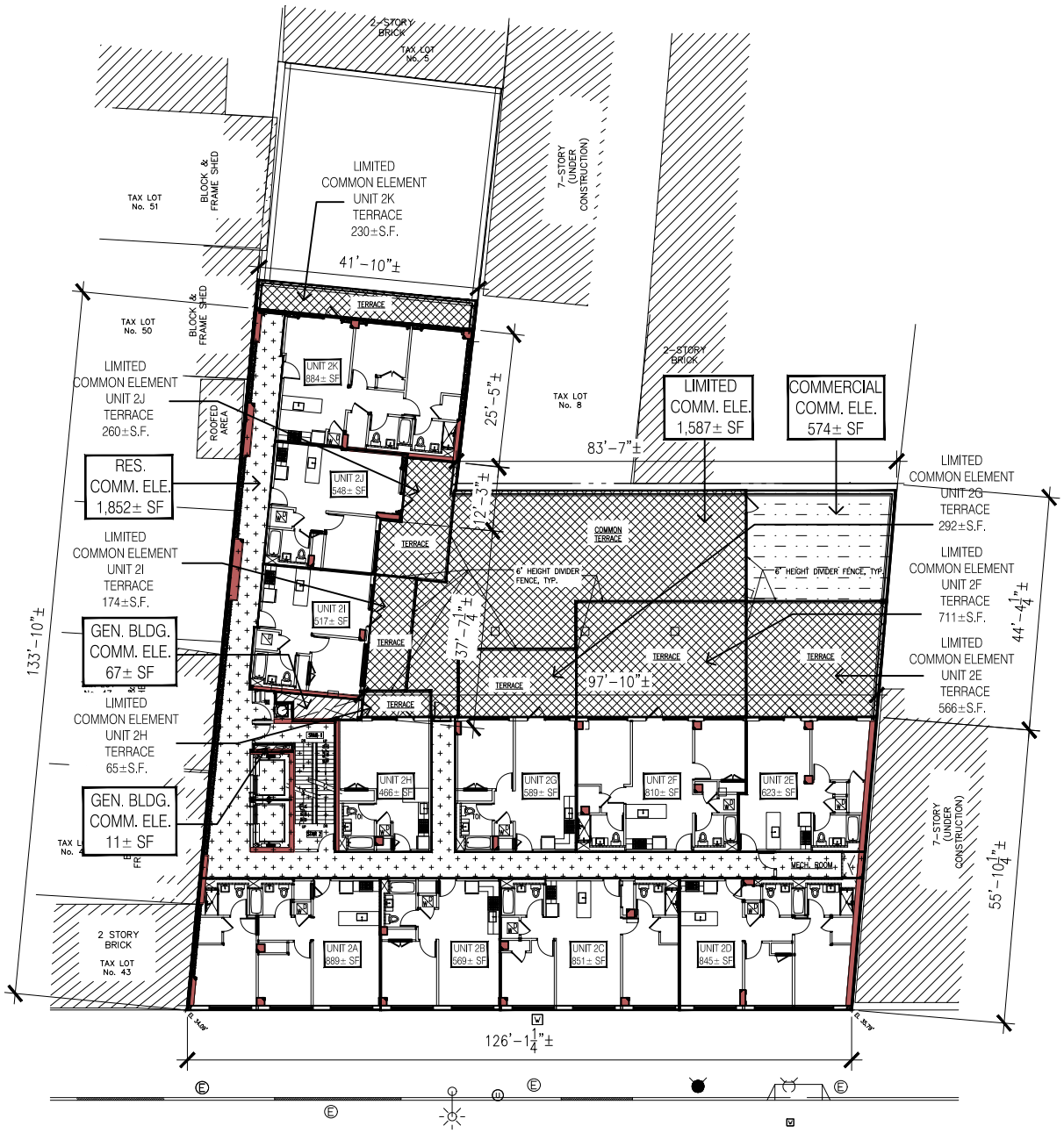
LEGEND

GENERAL BUILDING COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

COMMERCIAL COMMON ELEMENT

LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 SECOND FLOOR PLAN

SCALE: 1/32" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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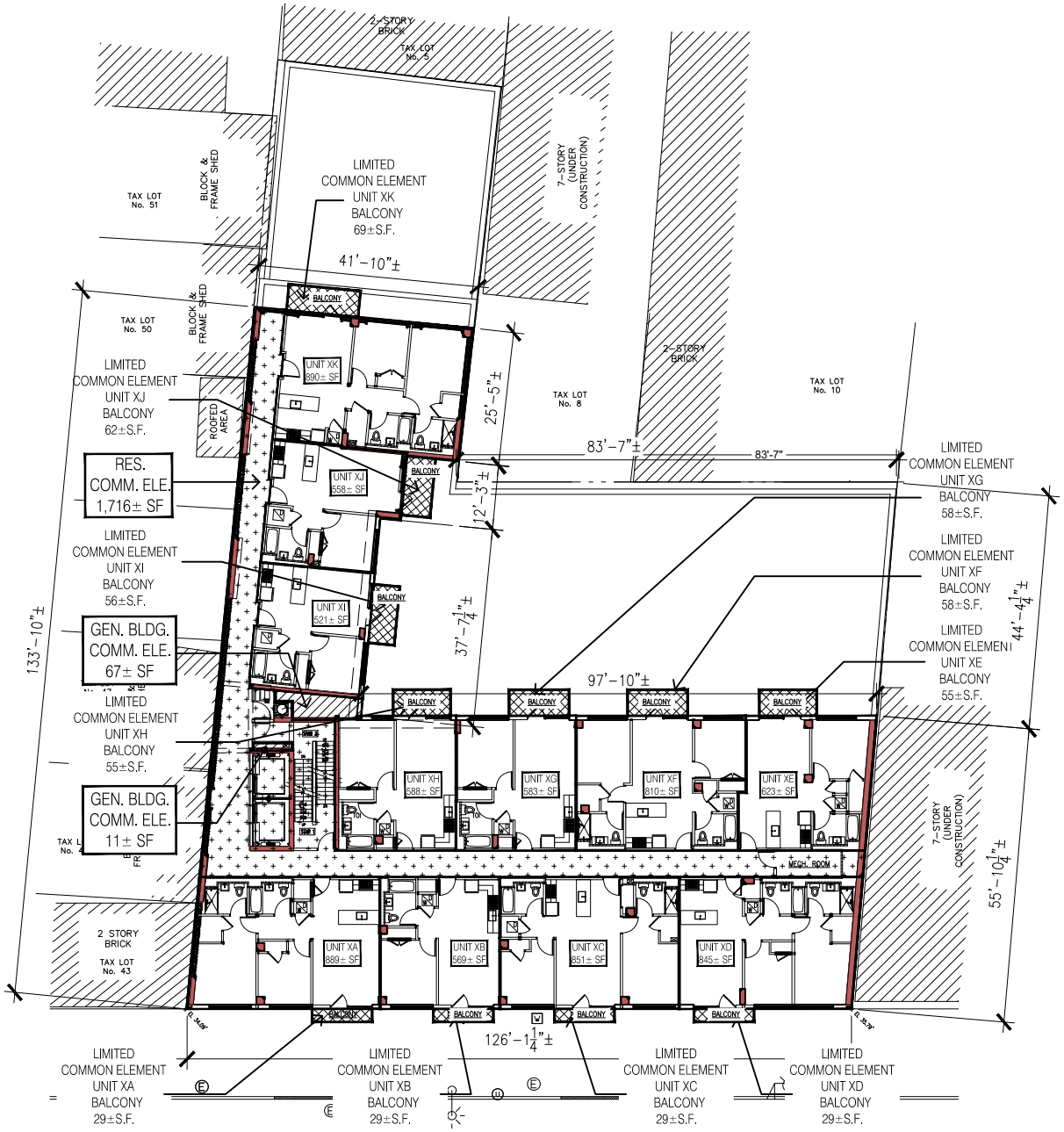
LEGEND

GENERAL BUILDING COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

COMMERCIAL COMMON ELEMENT

LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 THIRD~SIXTH FLR PLAN

SCALE: 1/32" = 1'-0"

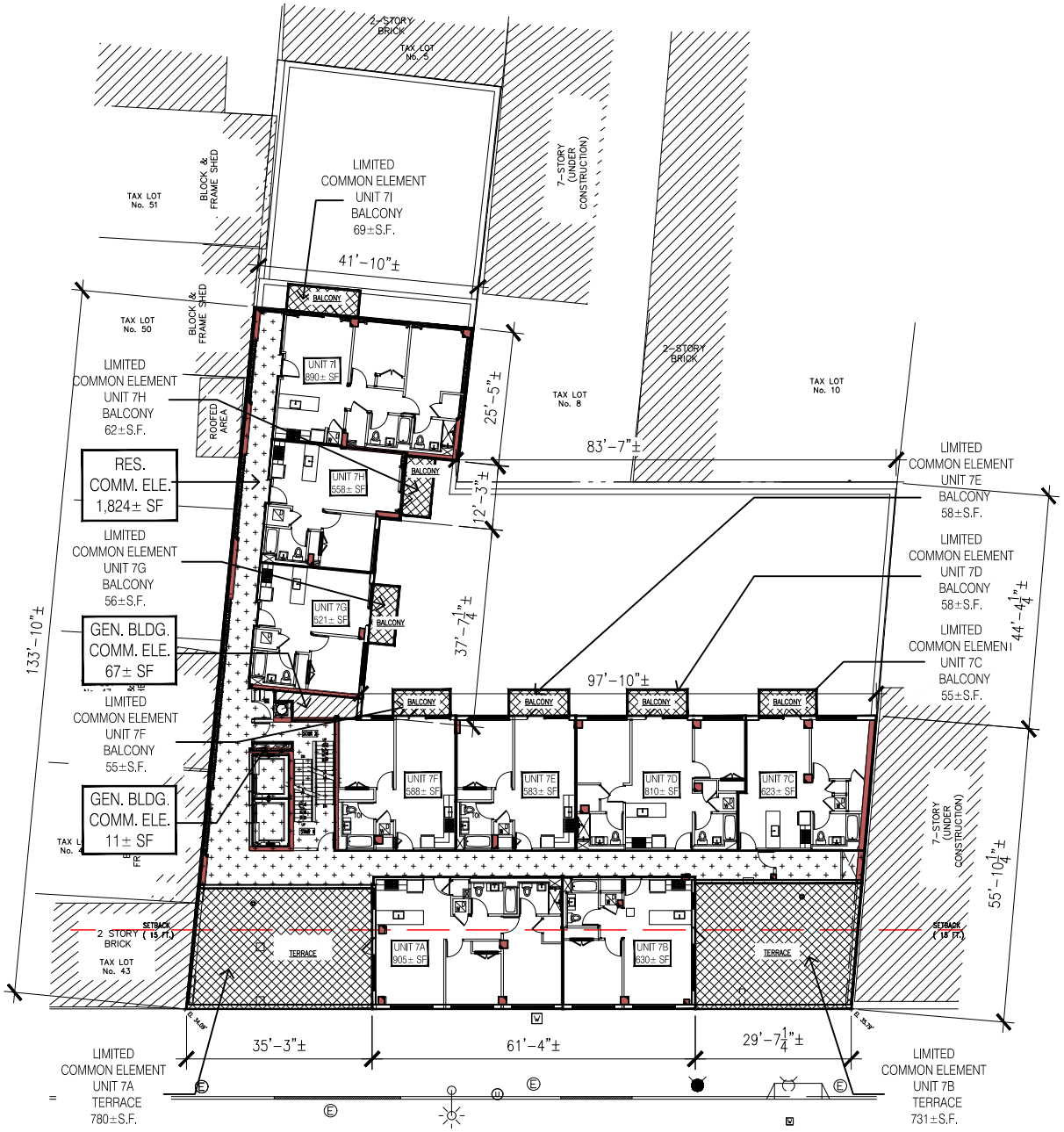
37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 SEVENTH FLR PLAN
SCALE: 1/32" = 1'-0"

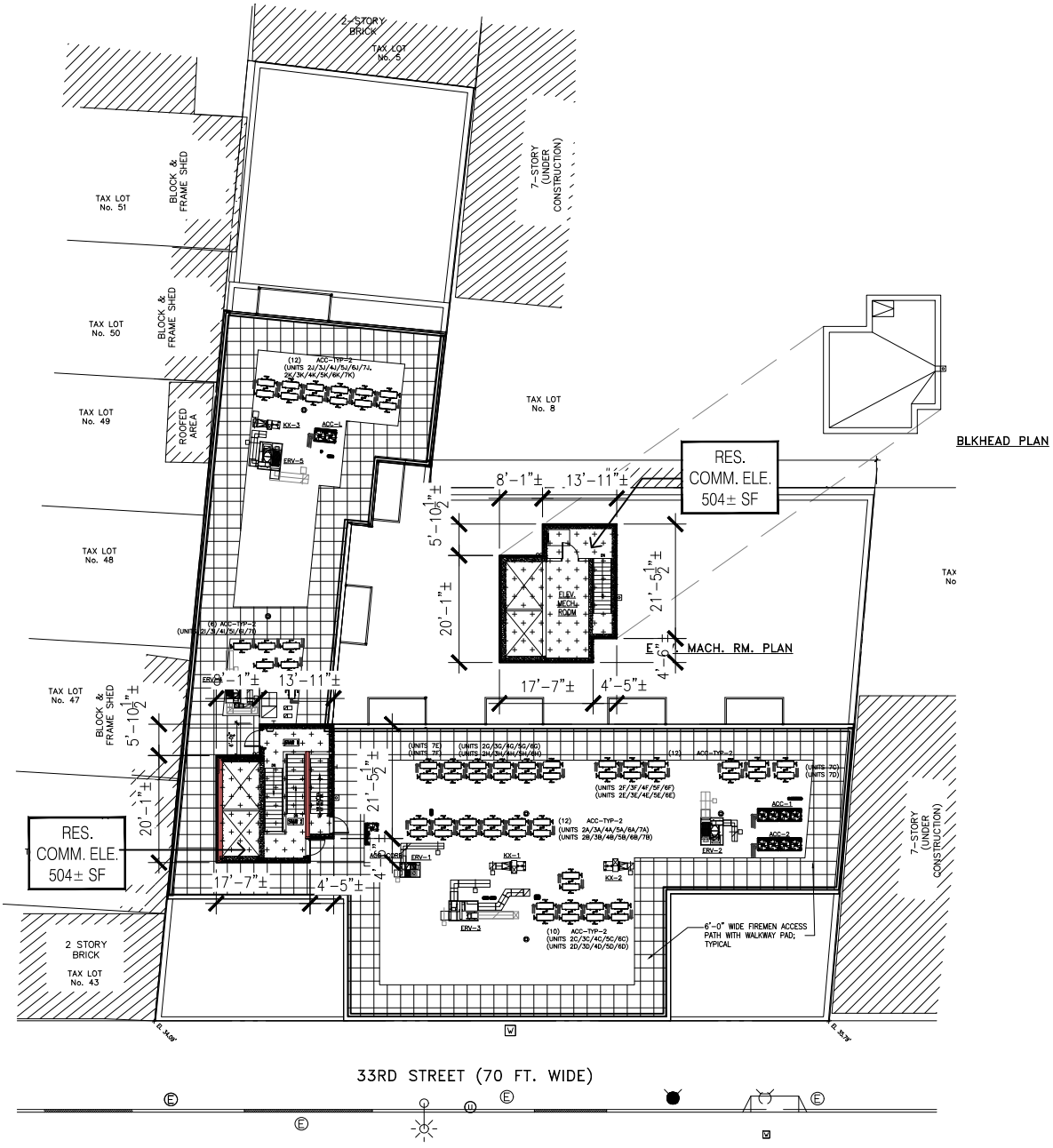
37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 ROOF & BLKHD PLAN
SCALE: 1/32" = 1'-0"

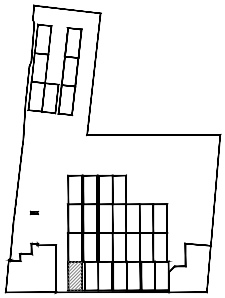
37-34 33RD STREET, LONG ISLAND CITY, NY

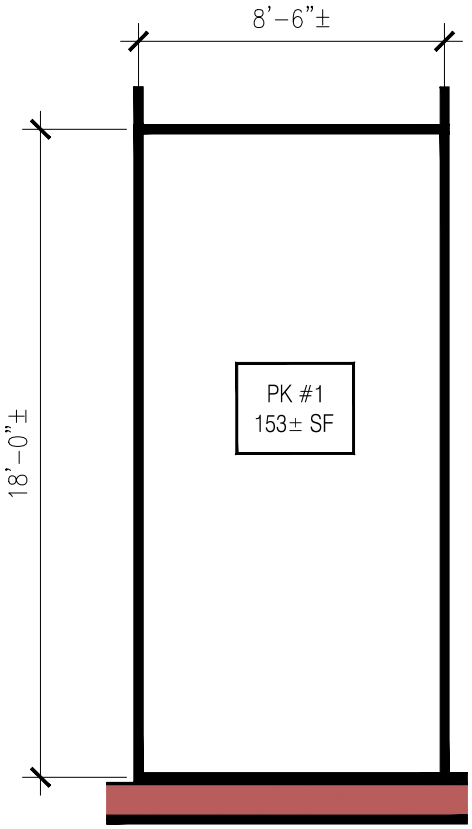
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #1
SCALE: 3/16" = 1'–0"

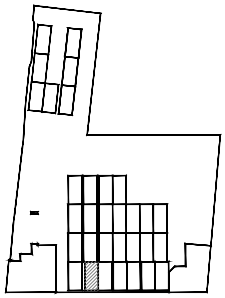
37-34 33RD STREET, LONG ISLAND CITY, NY

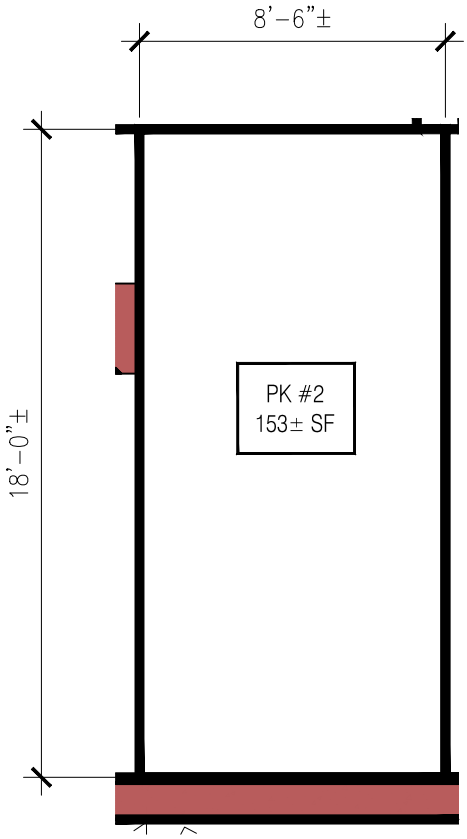
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #2
SCALE: 3/16" = 1'-0"

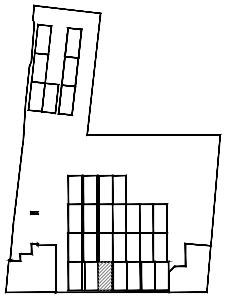
37-34 33RD STREET, LONG ISLAND CITY, NY

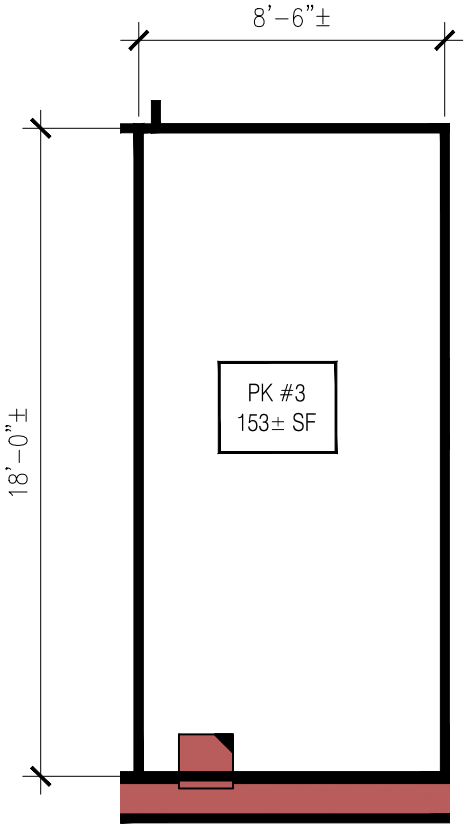
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #3
SCALE: 3/16" = 1'–0"

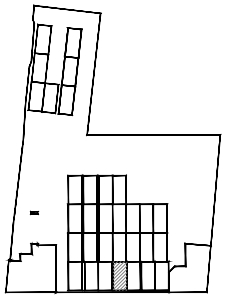
37-34 33RD STREET, LONG ISLAND CITY, NY

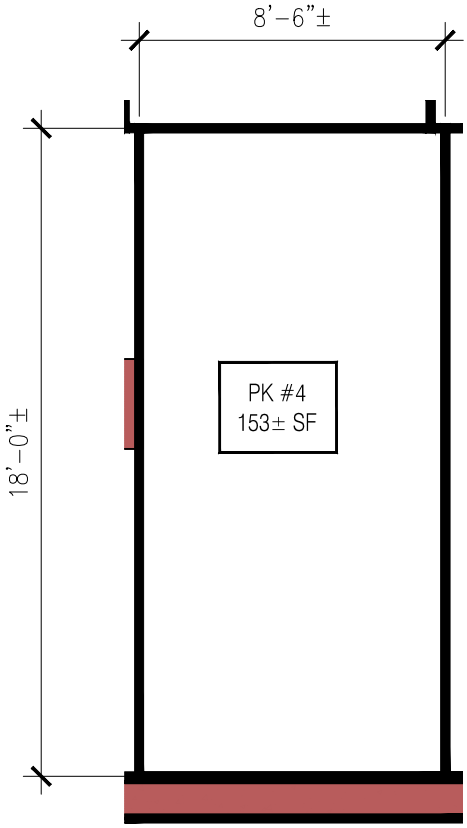
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #4
SCALE: 3/16" = 1'–0"

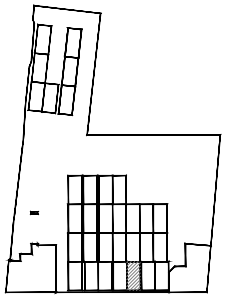
37-34 33RD STREET, LONG ISLAND CITY, NY

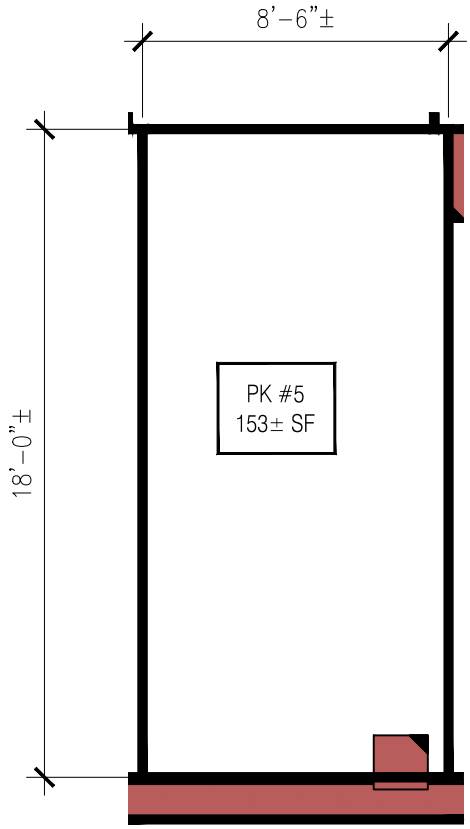
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #5
SCALE: 3/16" = 1'-0"

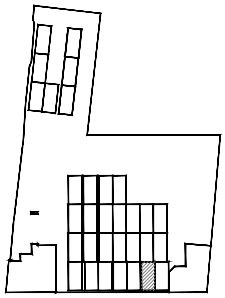
37-34 33RD STREET, LONG ISLAND CITY, NY

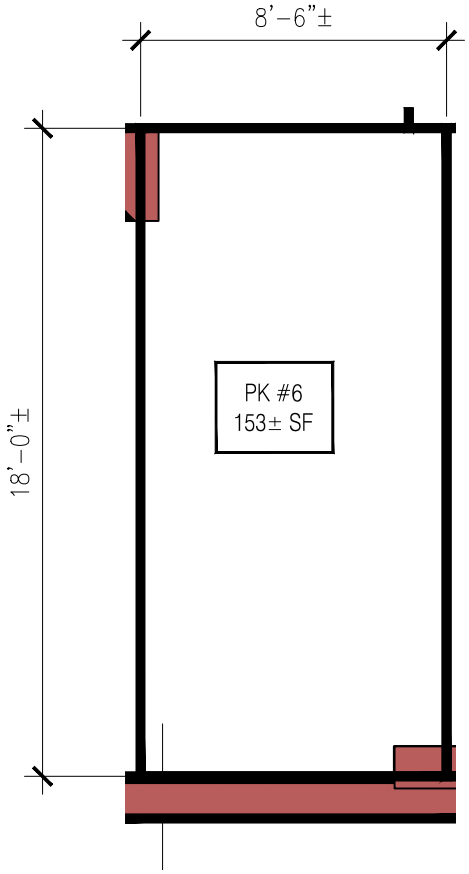
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #6
SCALE: 3/16" = 1'-0"

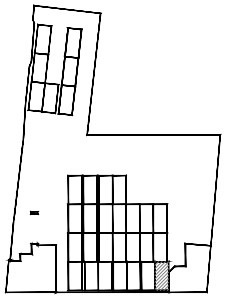
37-34 33RD STREET, LONG ISLAND CITY, NY

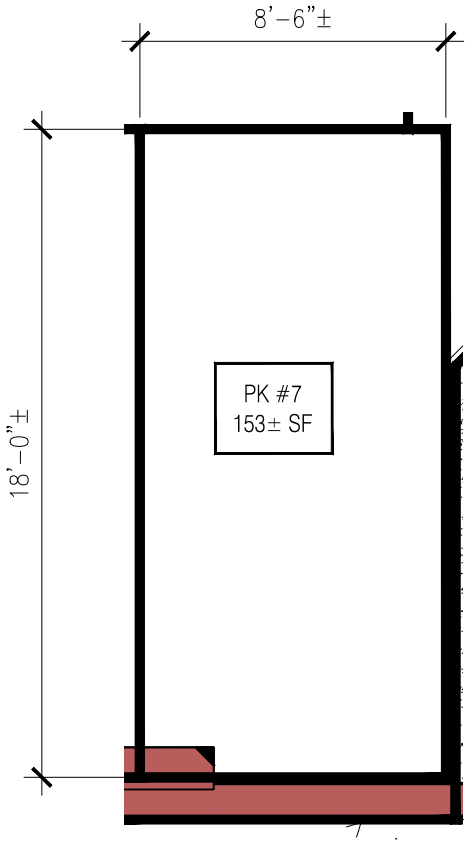
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #7
SCALE: 3/16" = 1'-0"

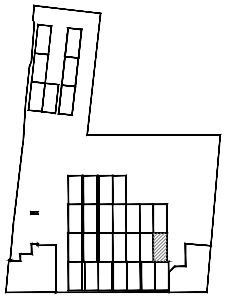
37-34 33RD STREET, LONG ISLAND CITY, NY

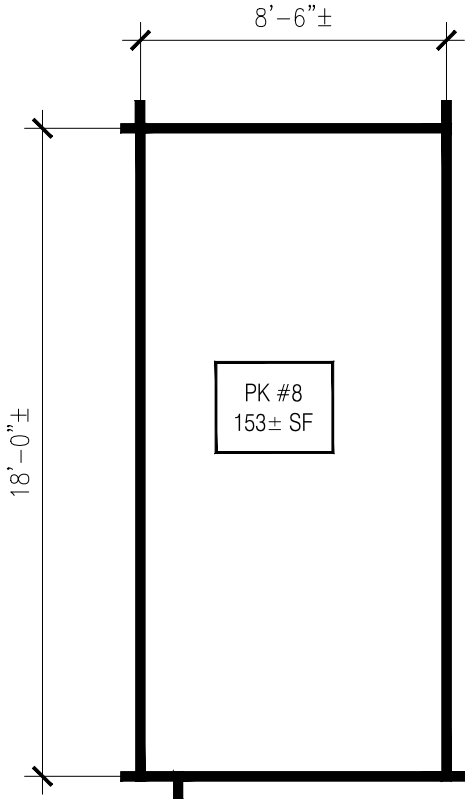
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #8
SCALE: 3/16" = 1'-0"

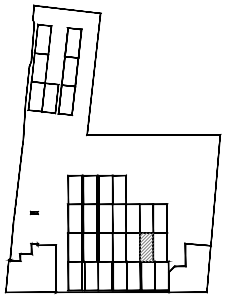
37-34 33RD STREET, LONG ISLAND CITY, NY

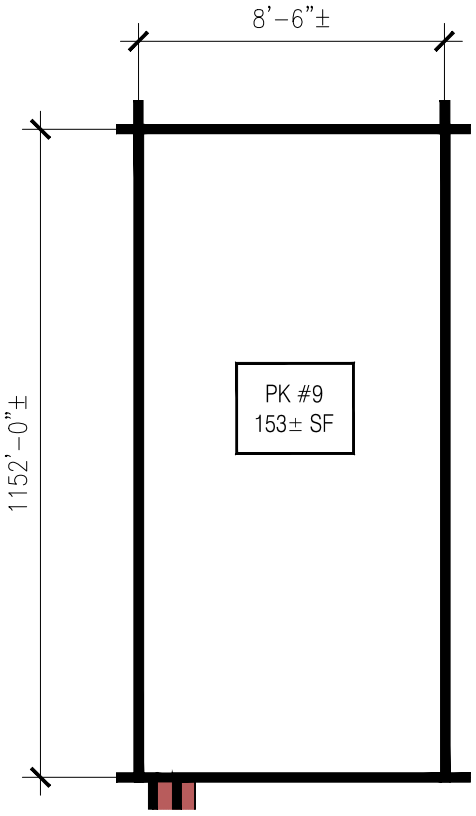
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #9
SCALE: 3/16" = 1'-0"

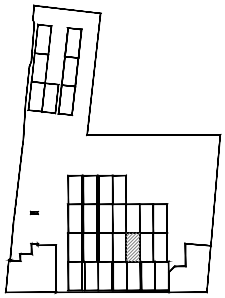
37-34 33RD STREET, LONG ISLAND CITY, NY

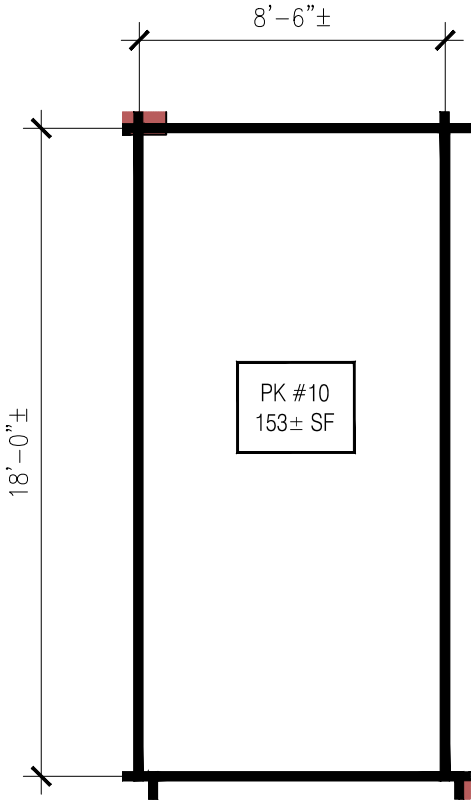
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #10
SCALE: 3/16" = 1'-0"

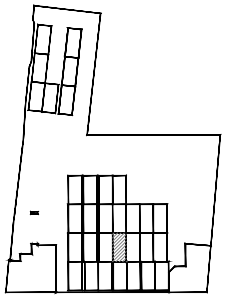
37-34 33RD STREET, LONG ISLAND CITY, NY

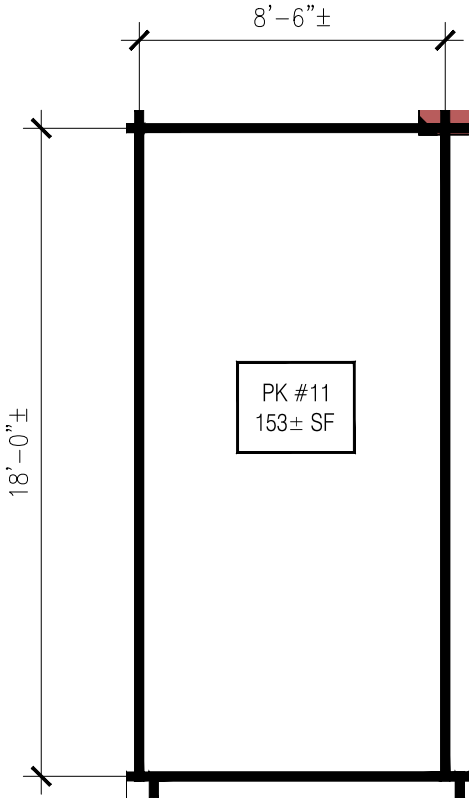
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #11
SCALE: 3/16" = 1'-0"

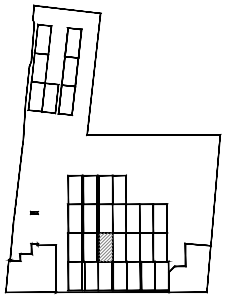
37-34 33RD STREET, LONG ISLAND CITY, NY

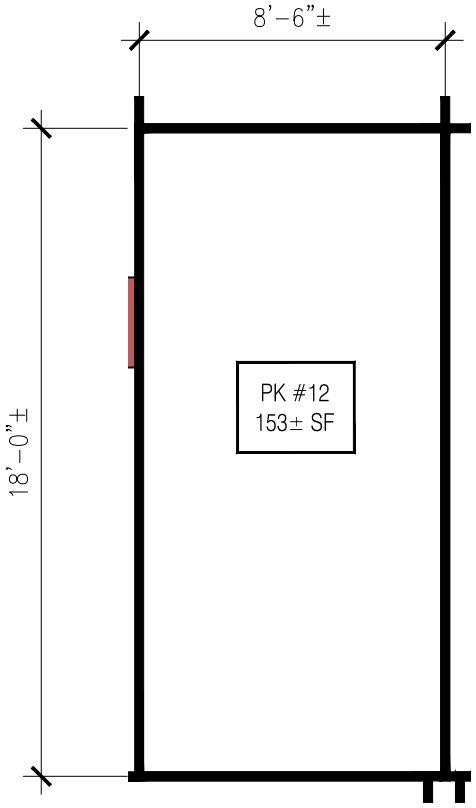
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #12
SCALE: 3/16" = 1'–0"

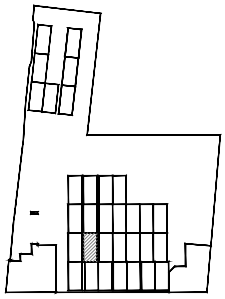
37-34 33RD STREET, LONG ISLAND CITY, NY

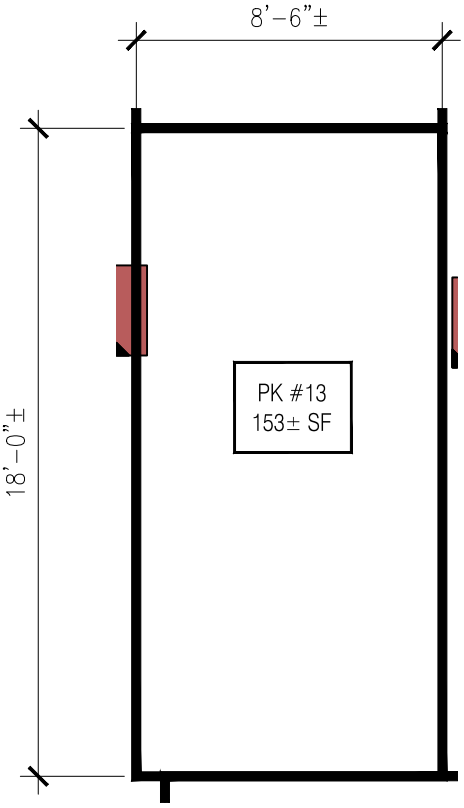
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #13
SCALE: 3/16" = 1'–0"

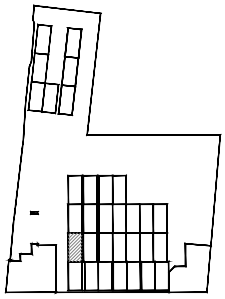
37-34 33RD STREET, LONG ISLAND CITY, NY

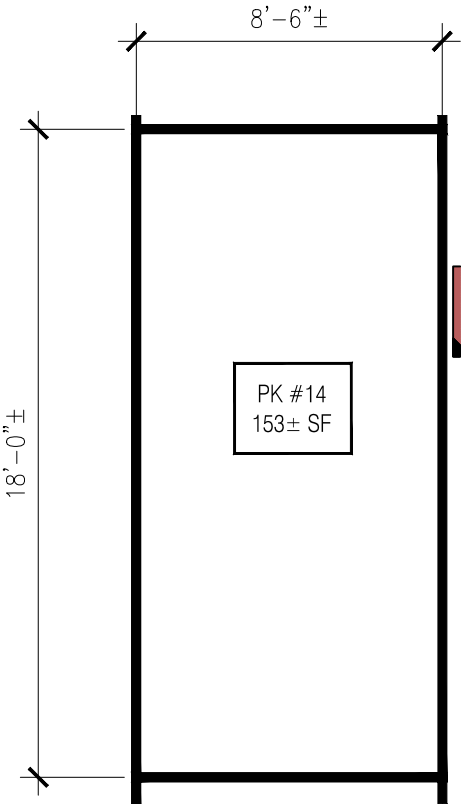
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #14
SCALE: 3/16" = 1'–0"

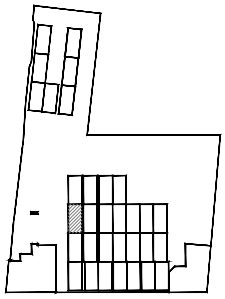
37-34 33RD STREET, LONG ISLAND CITY, NY

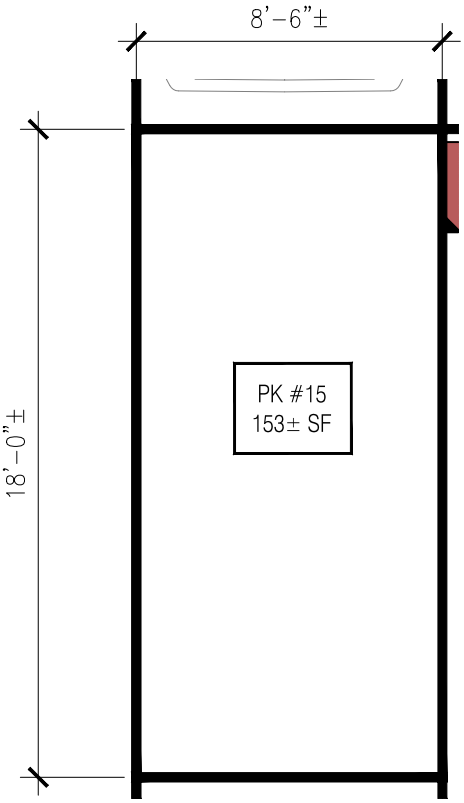
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #15
SCALE: 3/16" = 1'–0"

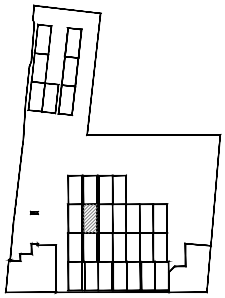
37-34 33RD STREET, LONG ISLAND CITY, NY

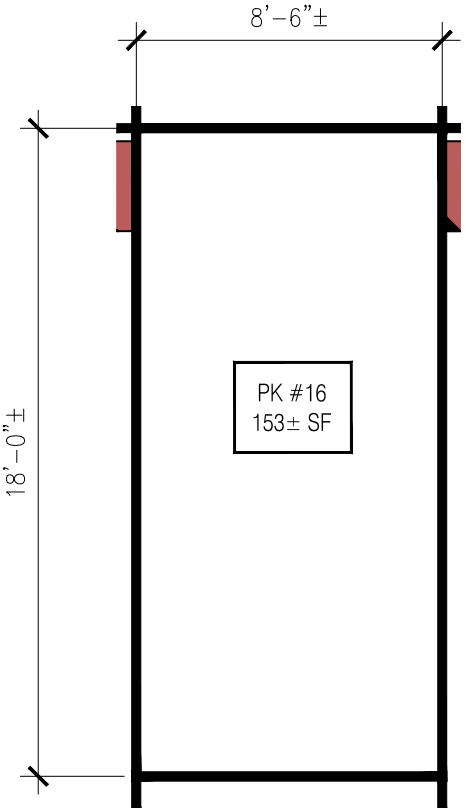
DATE: 08/25/2023 REV.

ALL AREAS AND DIMENSIONS ARE APPROXIMATION ONLY. AREA MAY VARY DUE TO UNFORSEEN SITE CONDITION.

LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #16
SCALE: 3/16" = 1'–0"

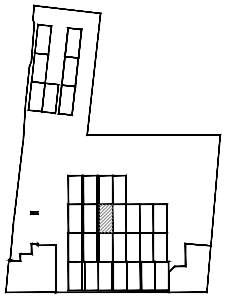
37-34 33RD STREET, LONG ISLAND CITY, NY

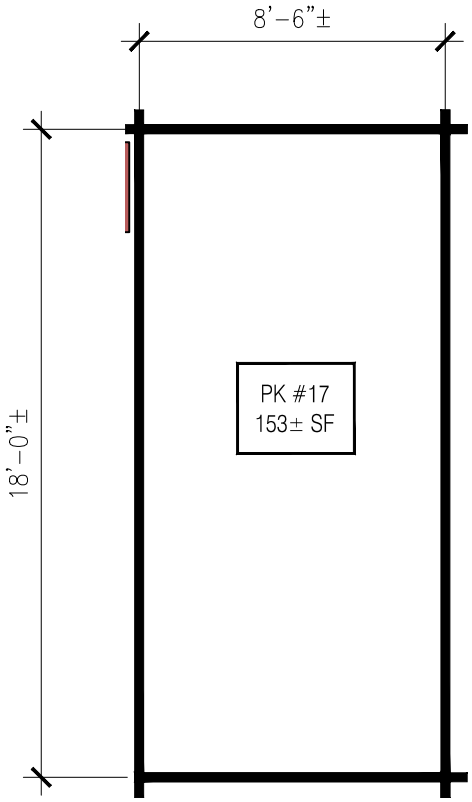
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #17
SCALE: 3/16" = 1'–0"

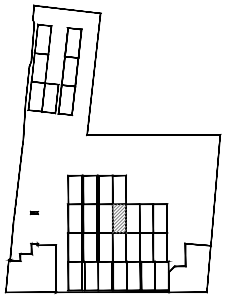
37-34 33RD STREET, LONG ISLAND CITY, NY

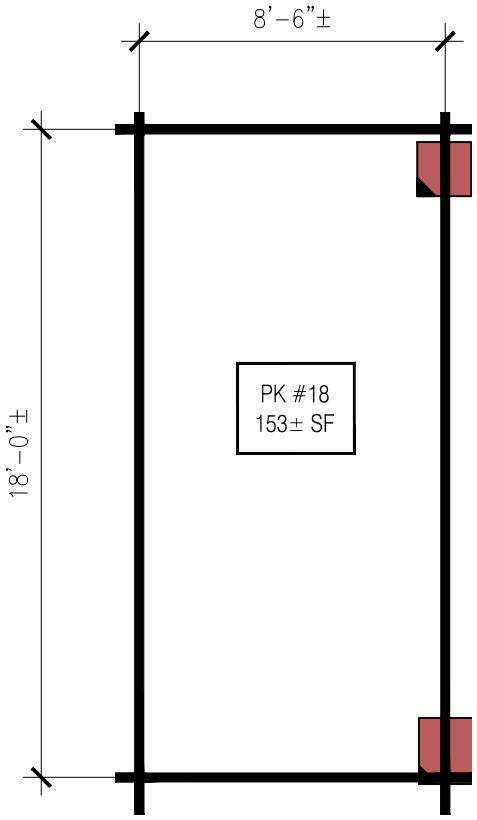
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #18
SCALE: 3/16" = 1'-0"

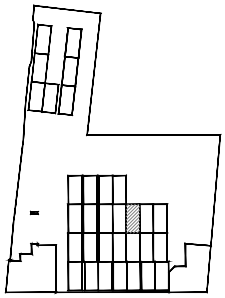
37-34 33RD STREET, LONG ISLAND CITY, NY

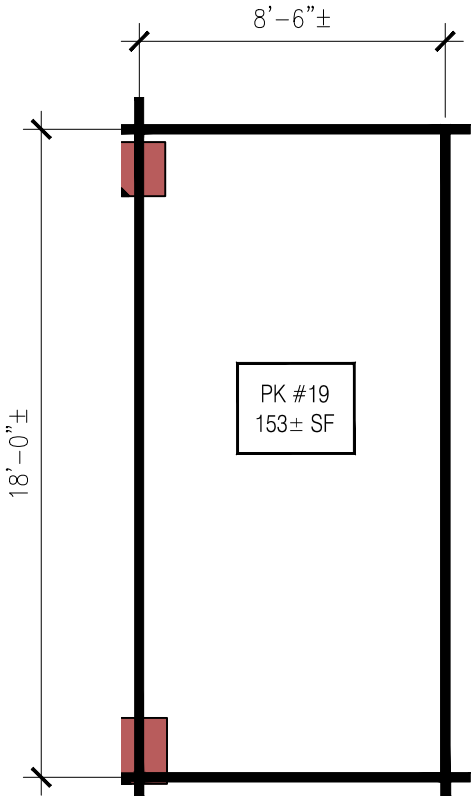
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #19
SCALE: 3/16" = 1'-0"

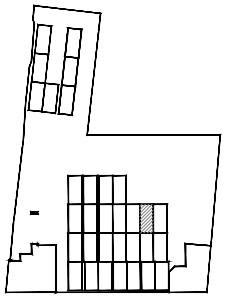
37-34 33RD STREET, LONG ISLAND CITY, NY

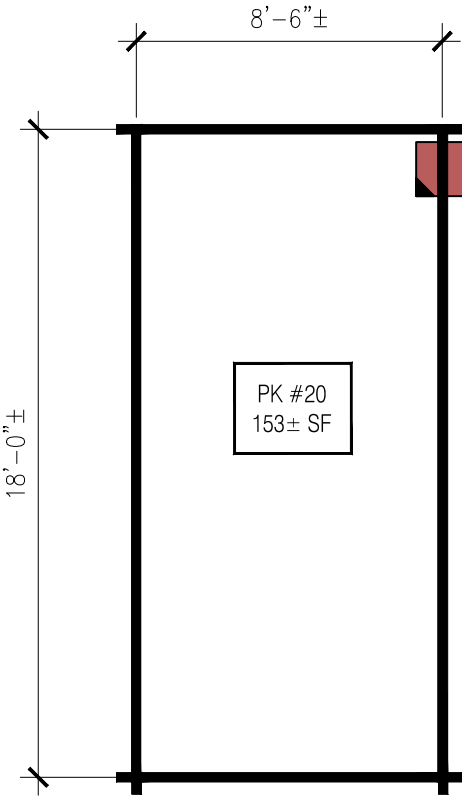
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #20
SCALE: 3/16" = 1'-0"

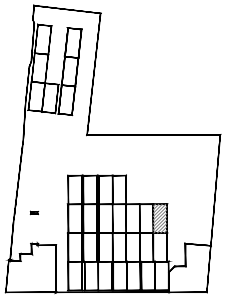
37-34 33RD STREET, LONG ISLAND CITY, NY

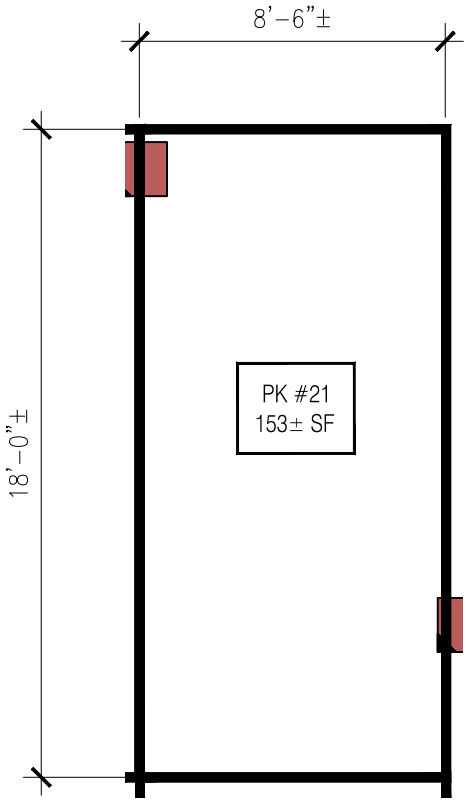
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #21
SCALE: 3/16" = 1'–0"

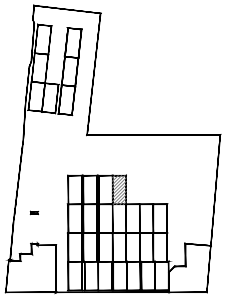
37-34 33RD STREET, LONG ISLAND CITY, NY

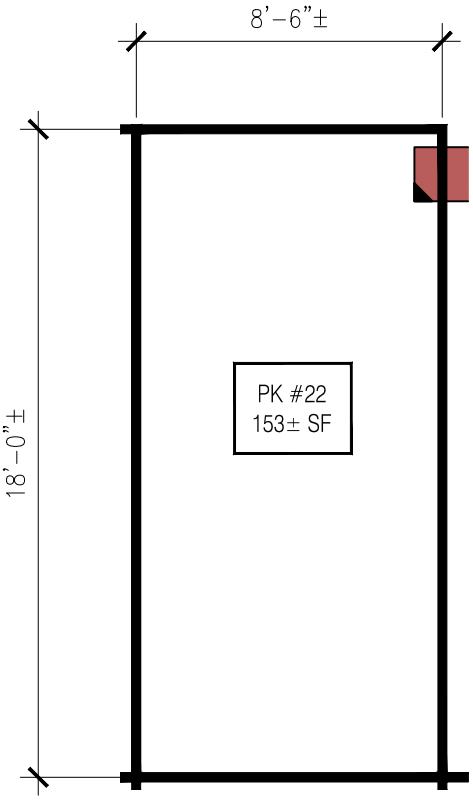
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #22
SCALE: 3/16" = 1'-0"

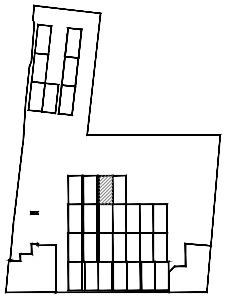
37-34 33RD STREET, LONG ISLAND CITY, NY

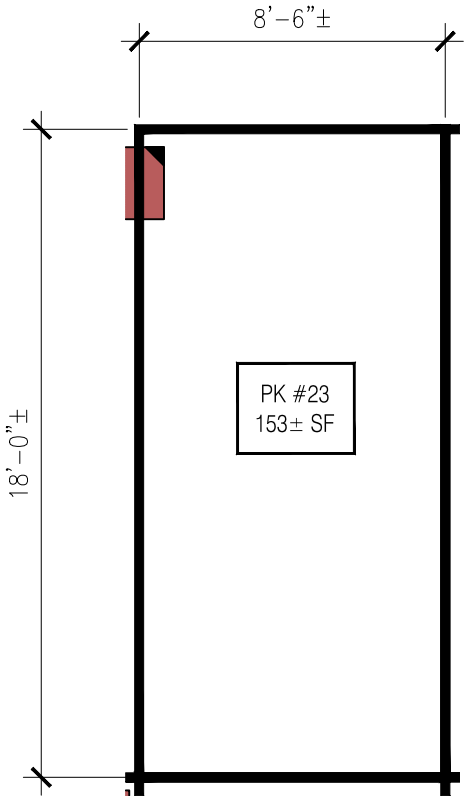
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #23
SCALE: 3/16" = 1'-0"

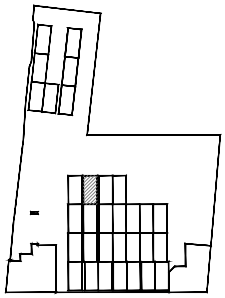
37-34 33RD STREET, LONG ISLAND CITY, NY

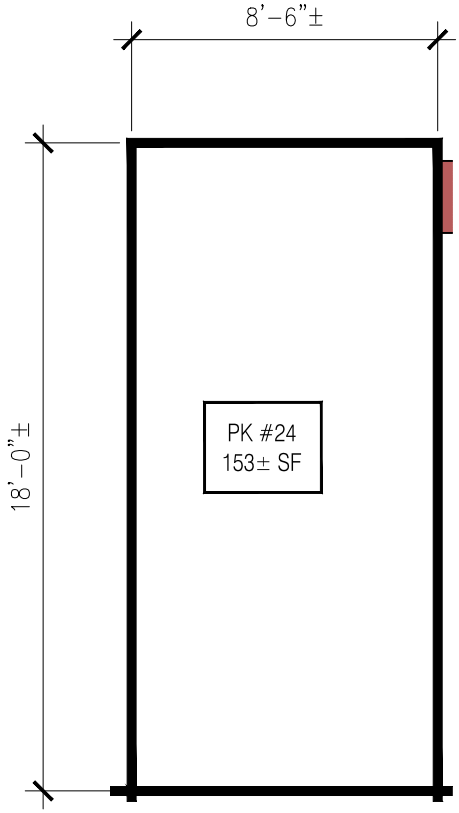
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #24
SCALE: 3/16" = 1'-0"

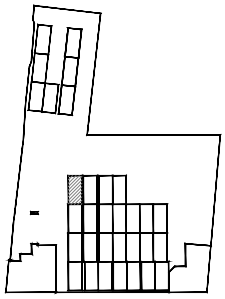
37-34 33RD STREET, LONG ISLAND CITY, NY

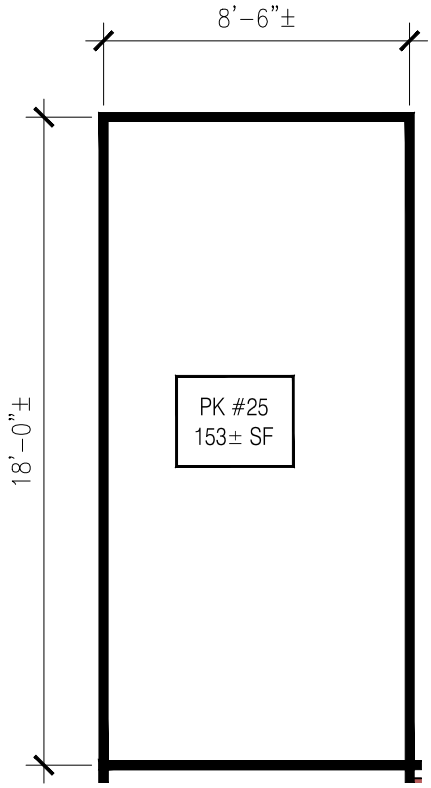
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #25
SCALE: 3/16" = 1'-0"

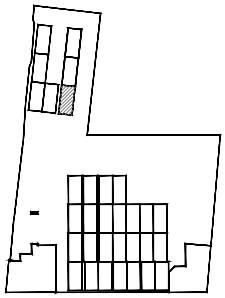
37-34 33RD STREET, LONG ISLAND CITY, NY

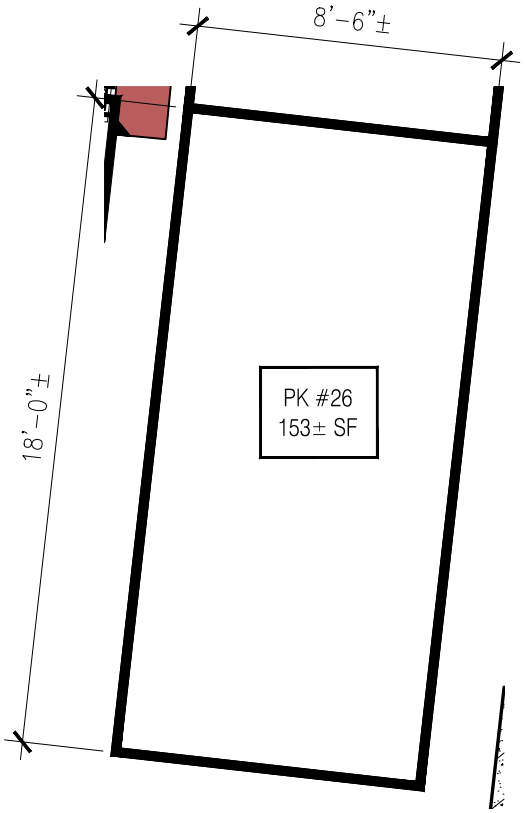
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #26
SCALE: 3/16" = 1'-0"

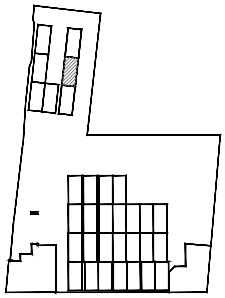
37-34 33RD STREET, LONG ISLAND CITY, NY

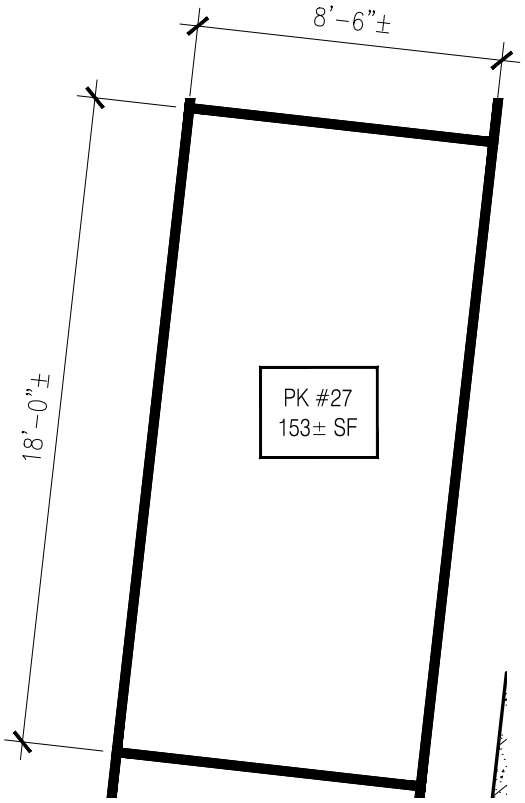
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #27
SCALE: 3/16" = 1'-0"

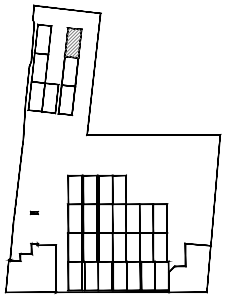
37-34 33RD STREET, LONG ISLAND CITY, NY

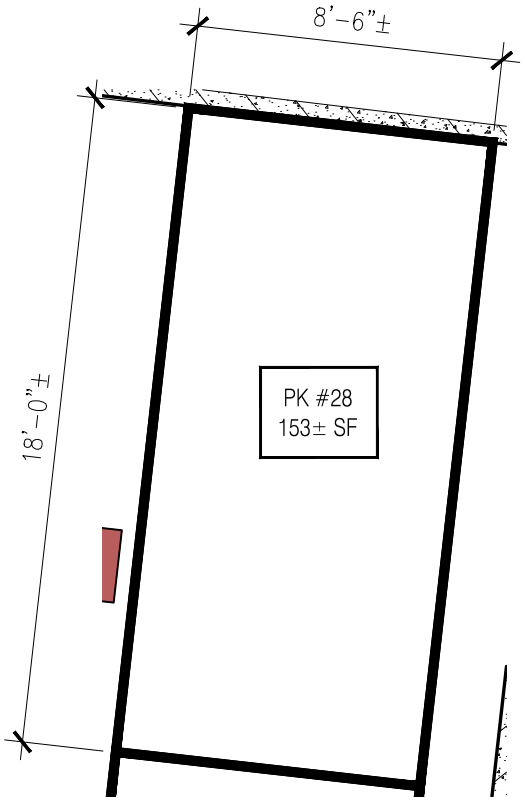
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #28
SCALE: 3/16" = 1'-0"

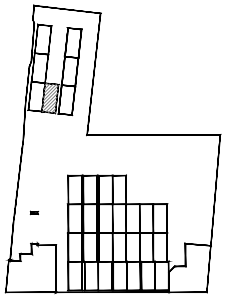
37-34 33RD STREET, LONG ISLAND CITY, NY

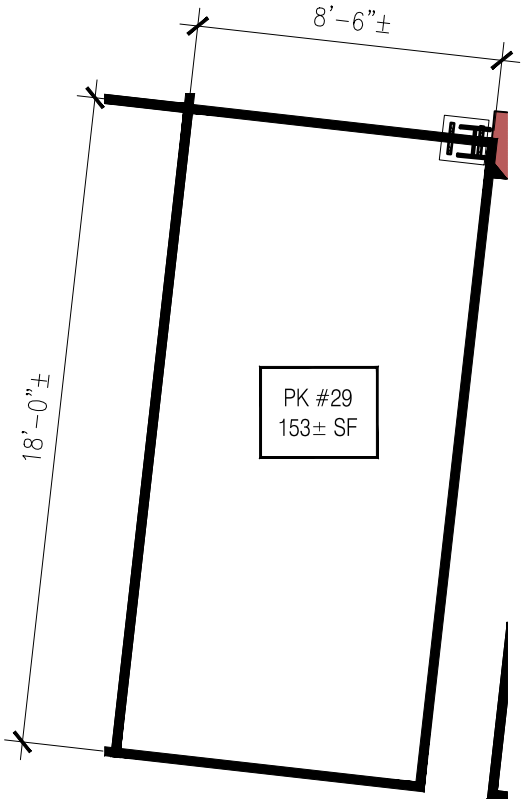
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #29
SCALE: 3/16" = 1'-0"

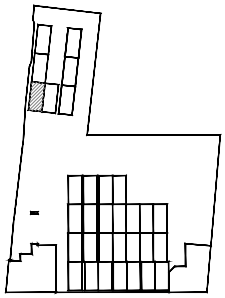
37-34 33RD STREET, LONG ISLAND CITY, NY

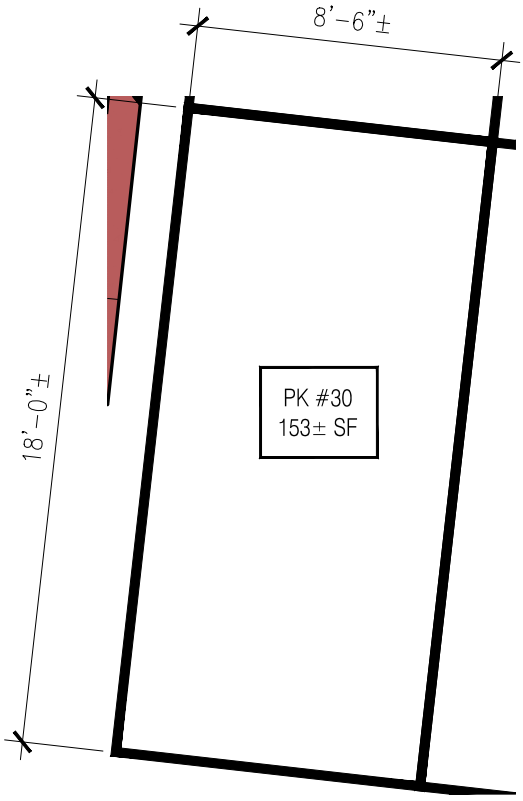
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #30
SCALE: 3/16" = 1'-0"

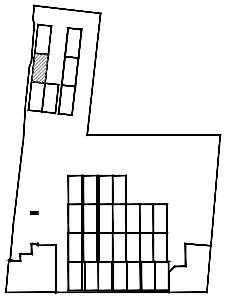
37-34 33RD STREET, LONG ISLAND CITY, NY

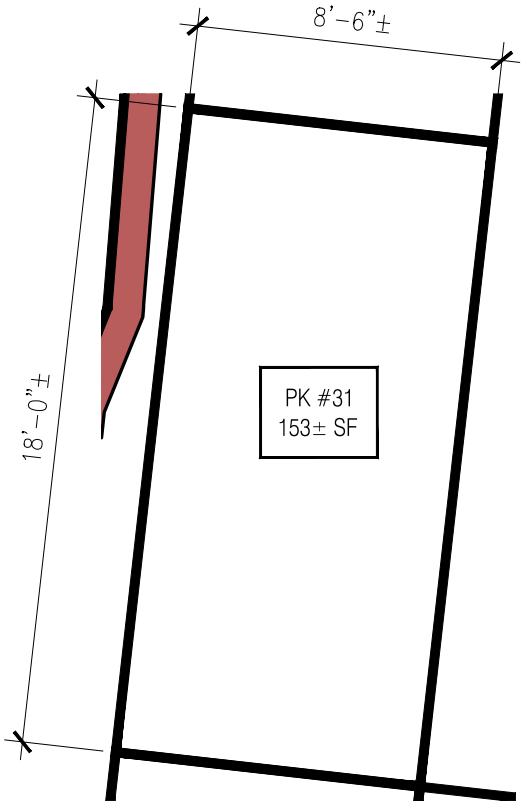
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #31
SCALE: 3/16" = 1'-0"

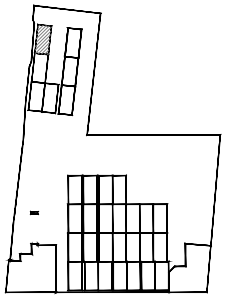
37-34 33RD STREET, LONG ISLAND CITY, NY

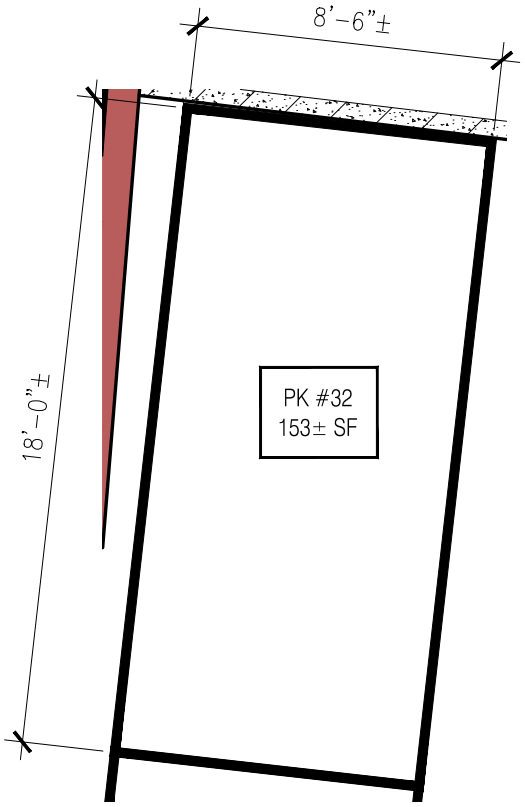
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 PARKING #32
SCALE: 3/16" = 1'-0"

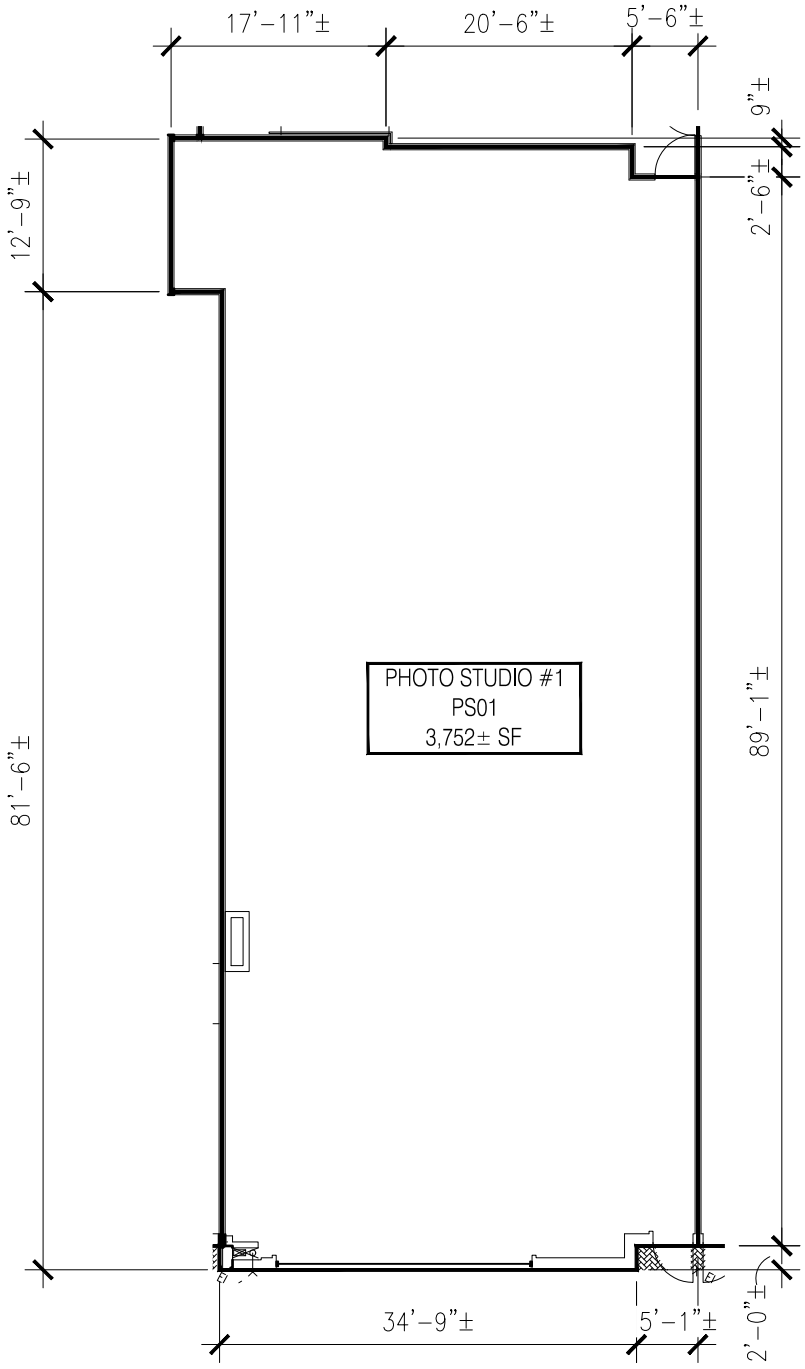
37-34 33RD STREET, LONG ISLAND CITY, NY

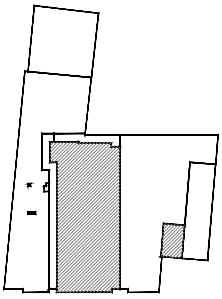
DATE: 08/25/2023 REV.

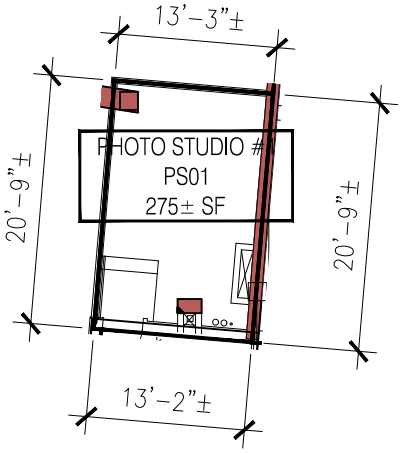
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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT







37-34 33RD STREET CONDO.

1 PHOTO STUDIO #1

SCALE: 1/16" = 1'-0"

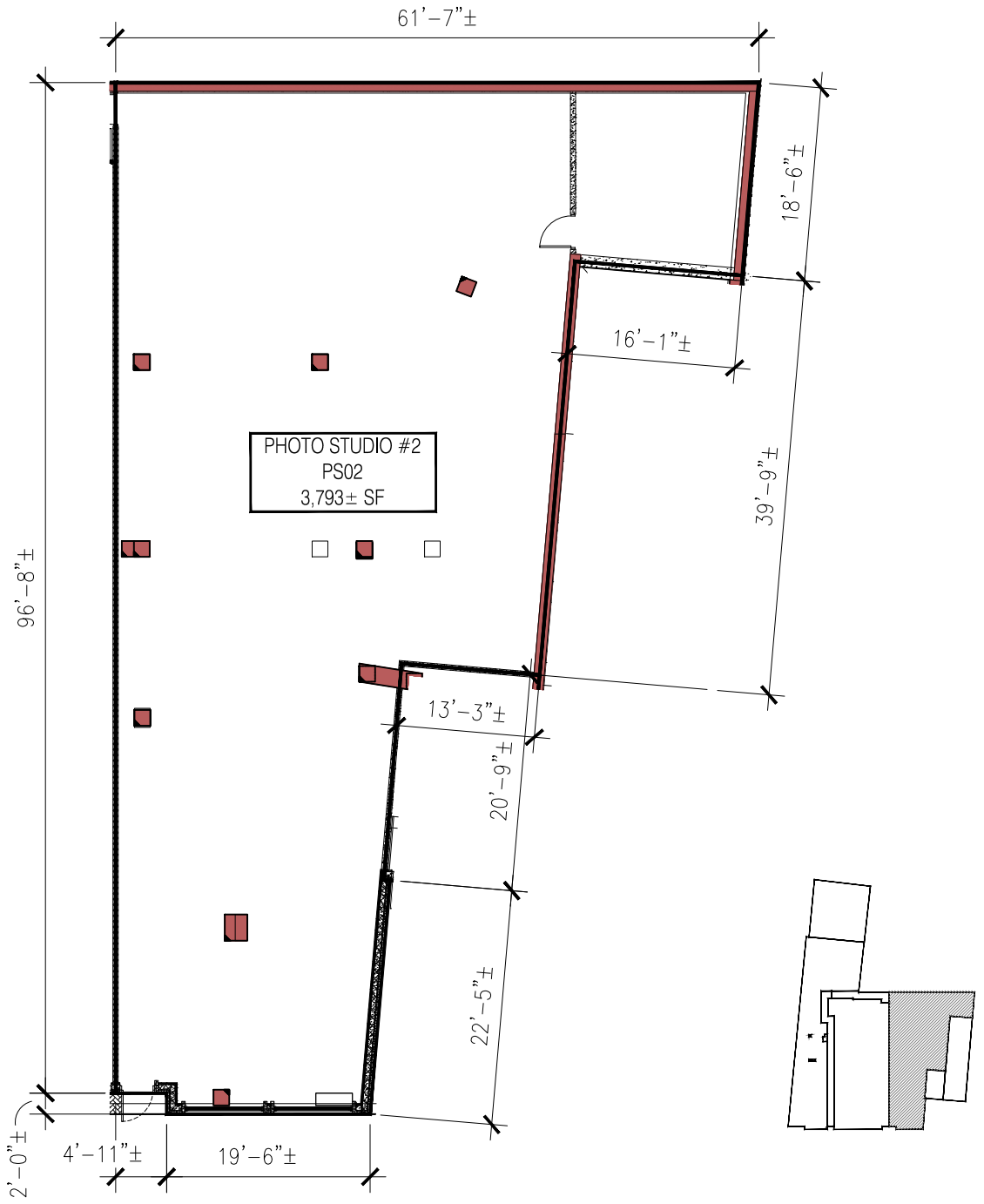
37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 PHOTO STUDIO #2
SCALE: 1/16" = 1'-0"

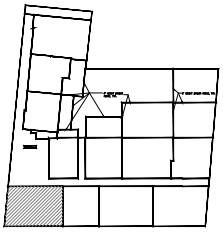
37-34 33RD STREET, LONG ISLAND CITY, NY

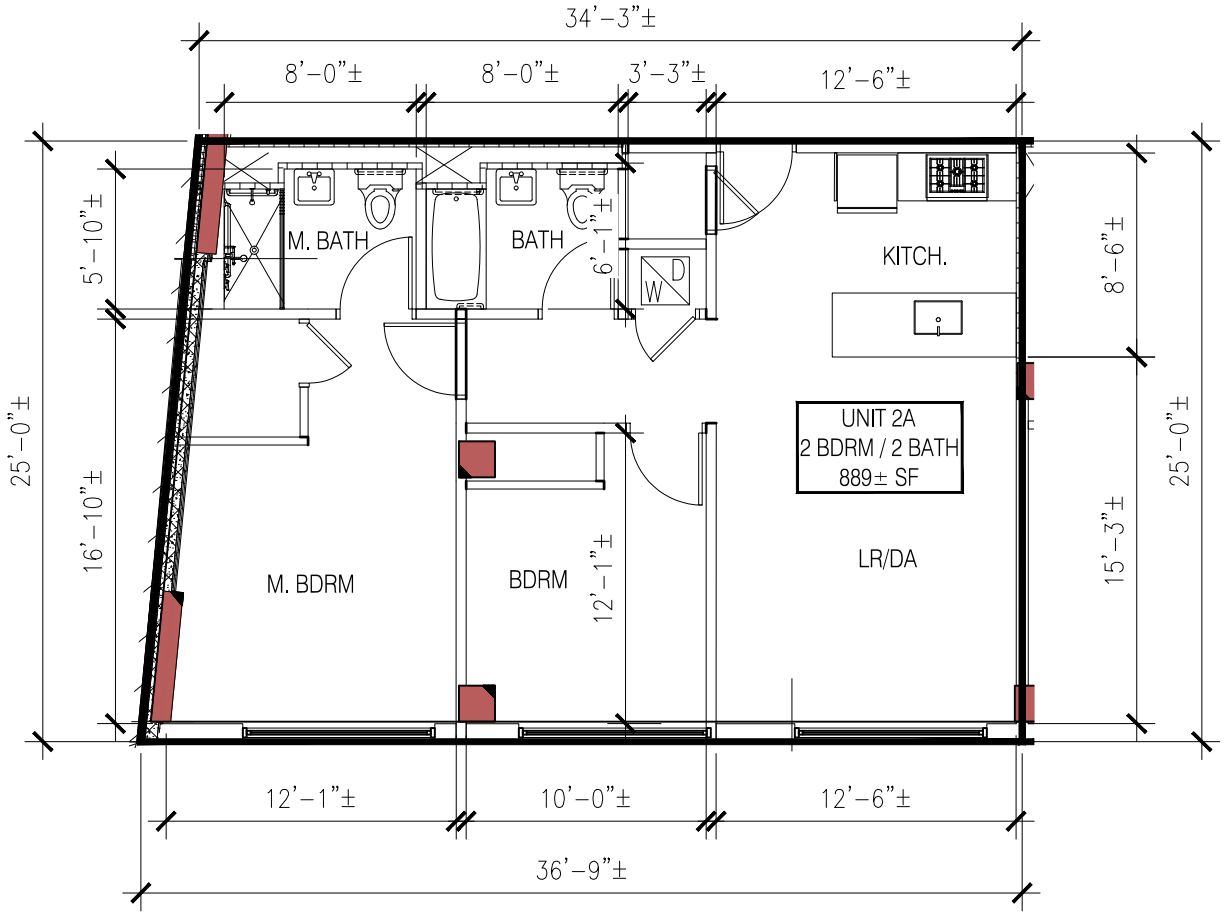
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2A
SCALE: 1/8" = 1'-0"

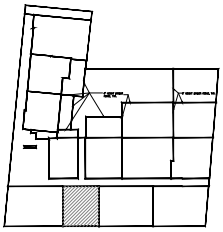
37-34 33RD STREET, LONG ISLAND CITY, NY

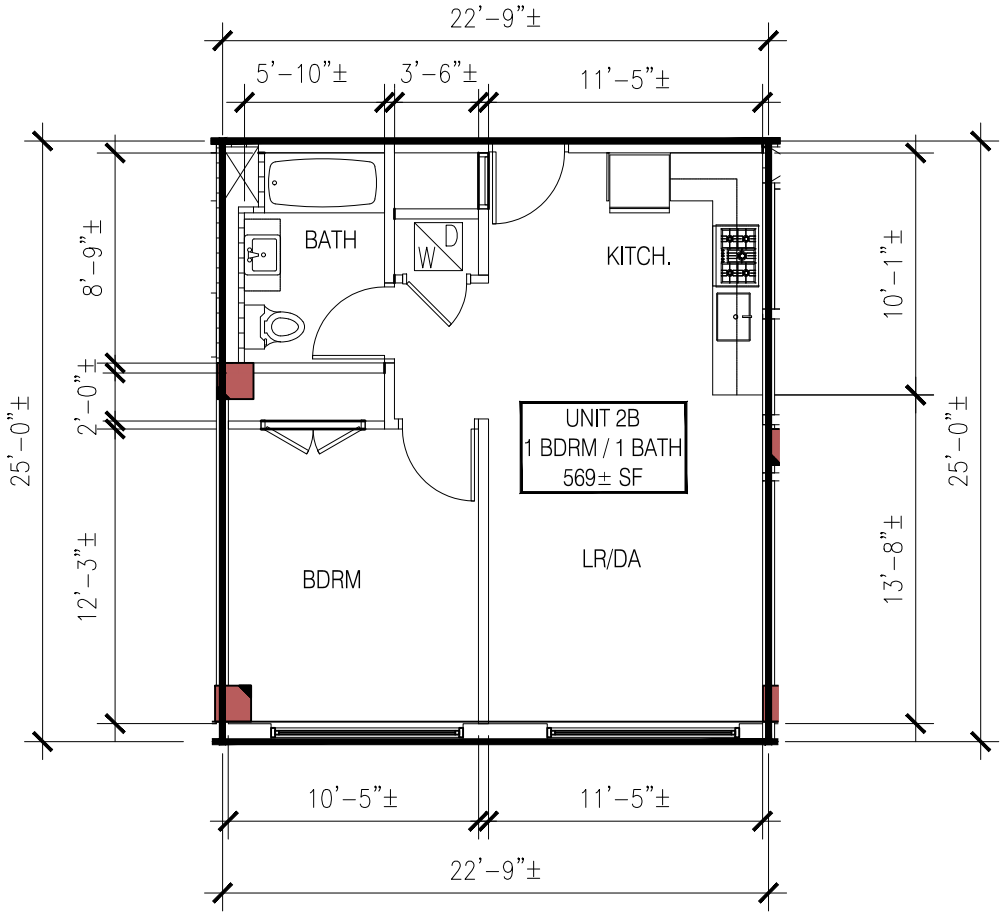
DATE: 08/25/2023 REV.

ALL AREAS AND DIMENSIONS ARE APPROXIMATION ONLY. AREA MAY VARY DUE TO UNFORSEEN SITE CONDITION.

LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2B
SCALE: 1/8" = 1'–0"

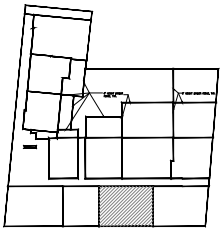
37-34 33RD STREET, LONG ISLAND CITY, NY

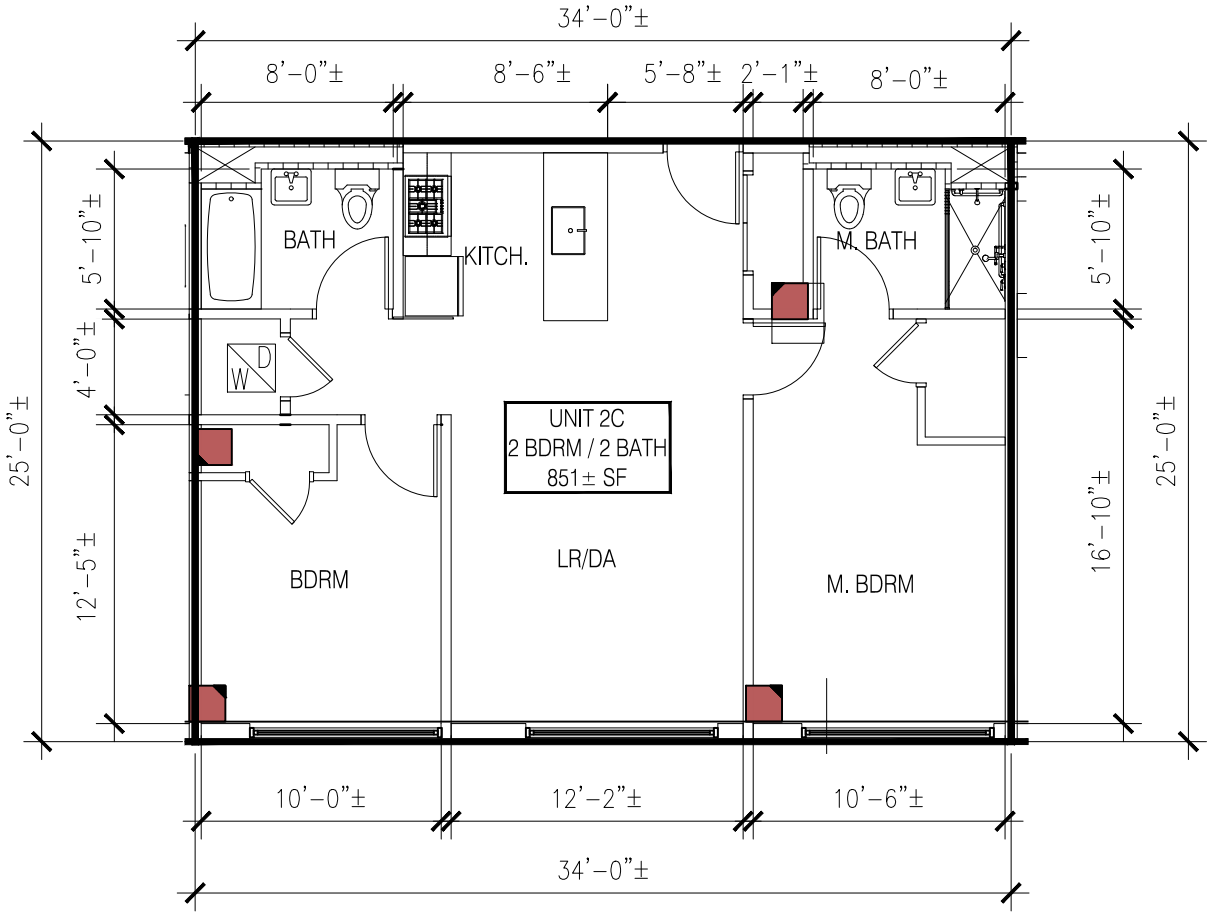
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2C
SCALE: 1/8" = 1'–0"

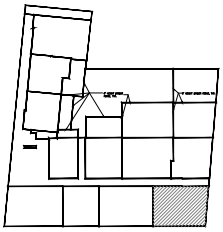
37-34 33RD STREET, LONG ISLAND CITY, NY

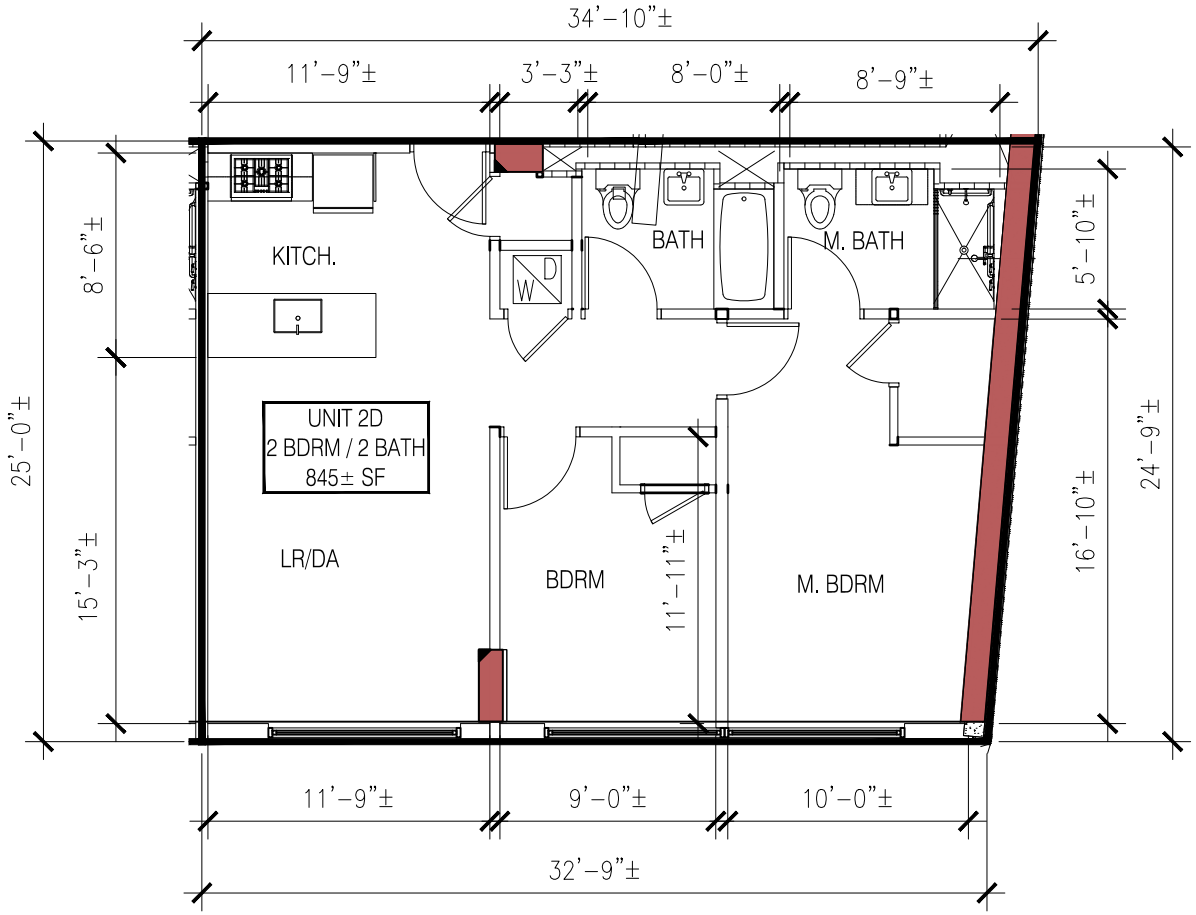
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2D
SCALE: 1/8" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

ALL AREAS AND DIMENSIONS ARE APPROXIMATION ONLY. AREA MAY VARY DUE TO UNFORSEEN SITE CONDITION.

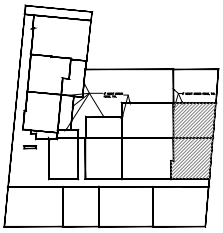
LEGEND

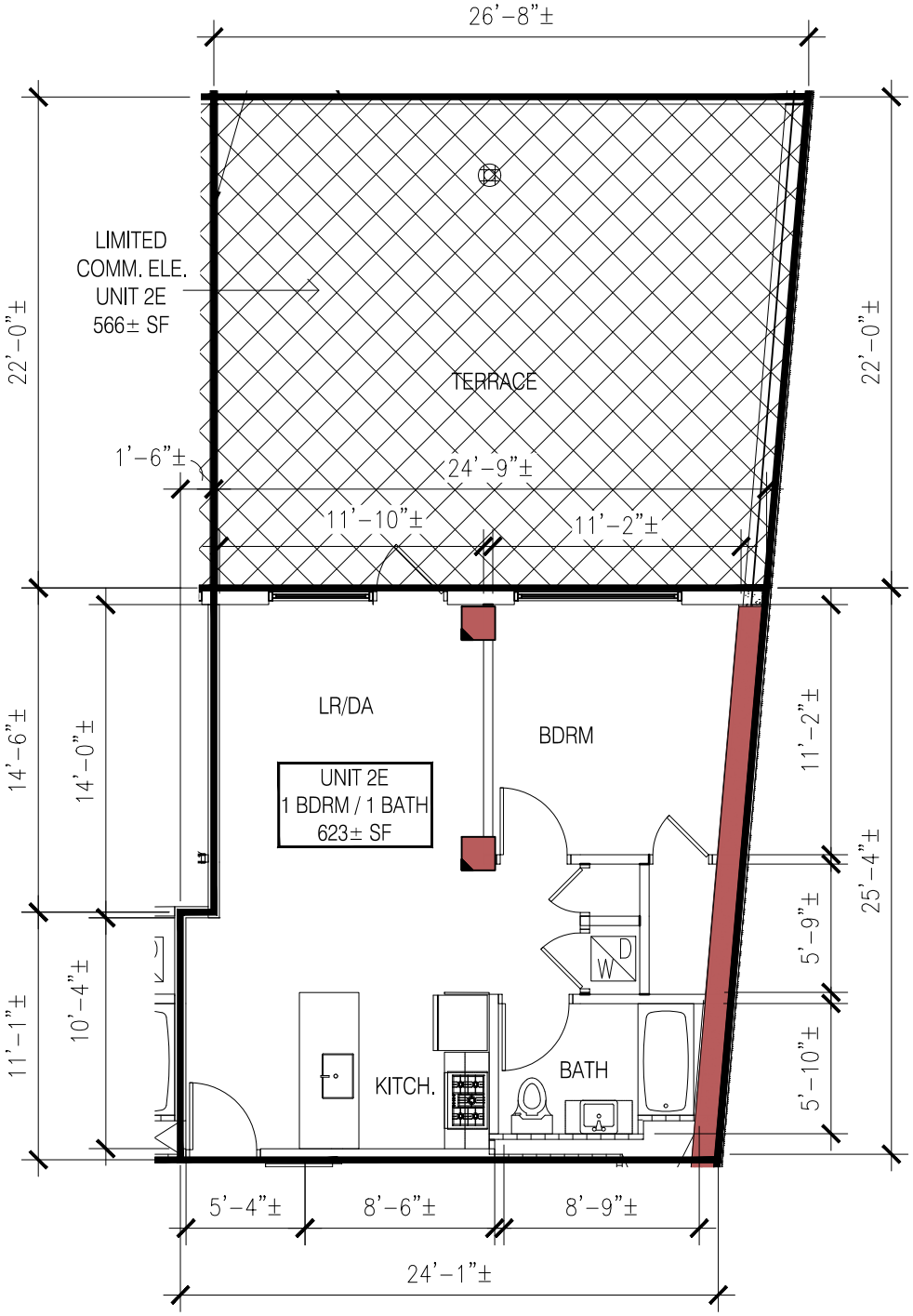
GENERAL BUILDING COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

COMMERCIAL COMMON ELEMENT

LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2E

SCALE: 1/8" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

ALL AREAS AND DIMENSIONS ARE APPROXIMATION ONLY. AREA MAY VARY DUE TO UNFORSEEN SITE CONDITION.

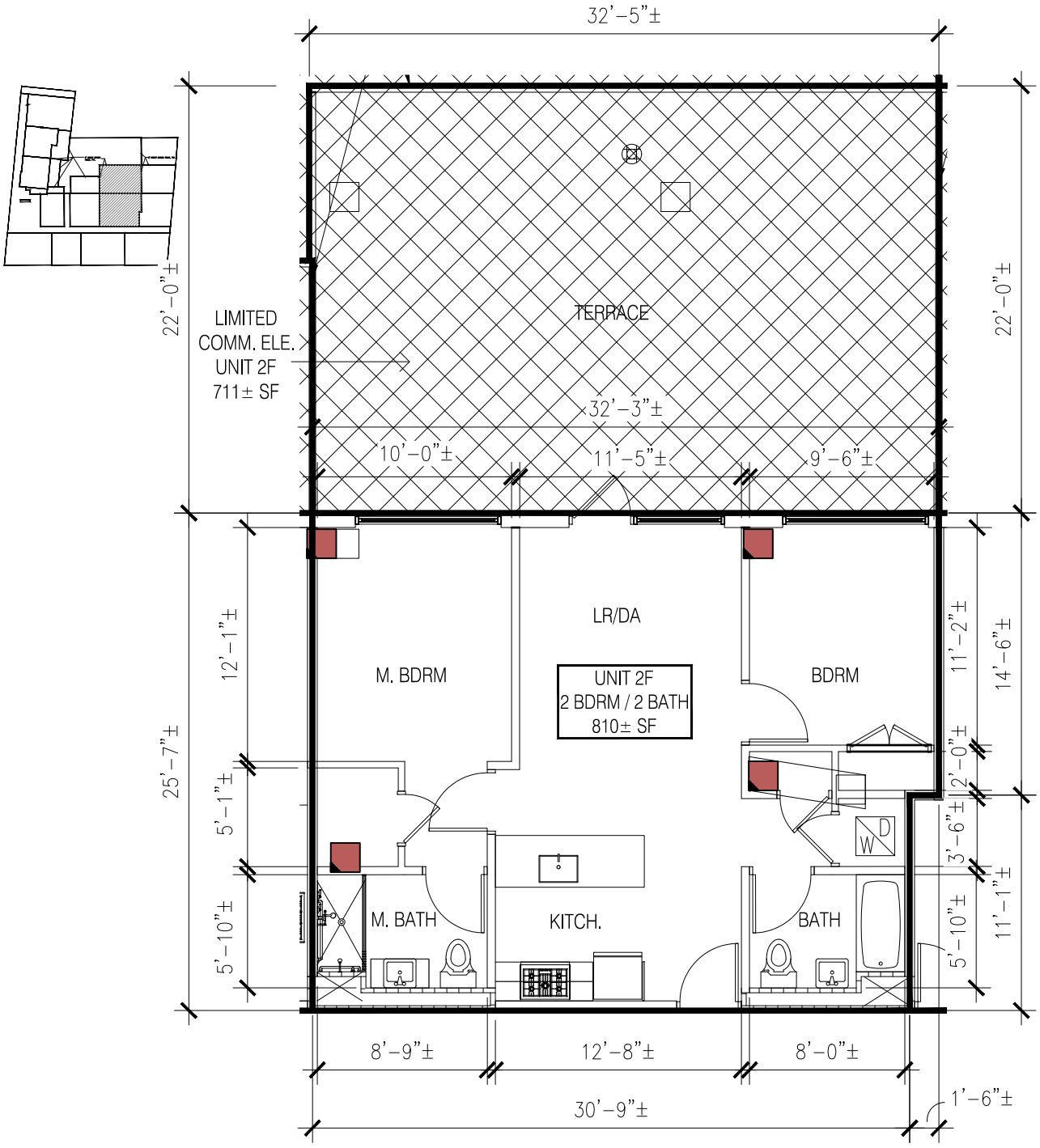
LEGEND

GENERAL BUILDING COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

COMMERCIAL COMMON ELEMENT

LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 RES. UNIT 2F
SCALE: 1/8" = 1'-0"

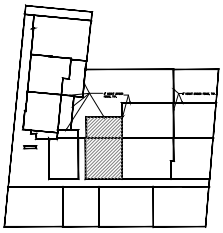
37-34 33RD STREET, LONG ISLAND CITY, NY

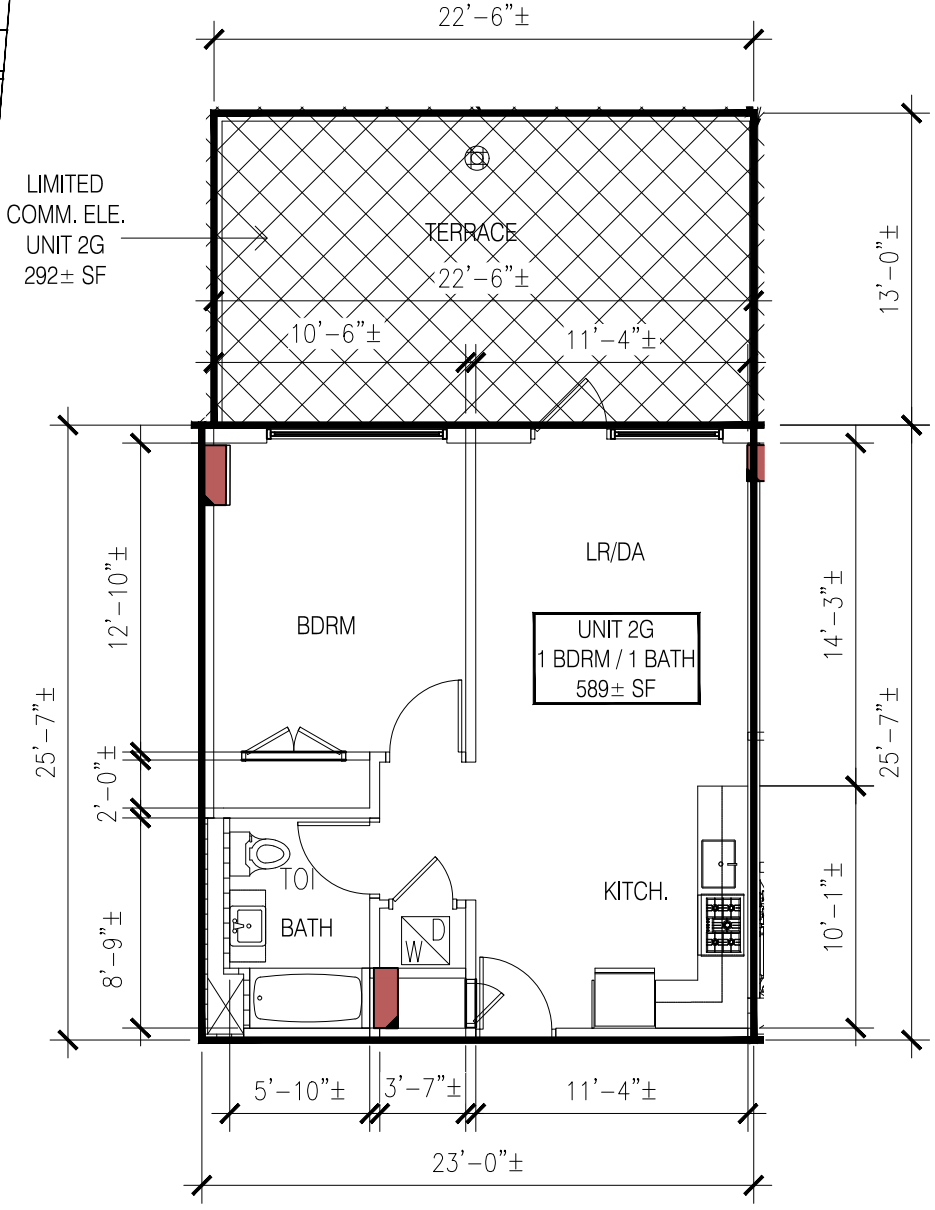
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2G

SCALE: 1/8" = 1'-0"

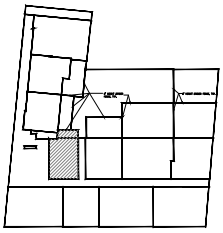
37-34 33RD STREET, LONG ISLAND CITY, NY

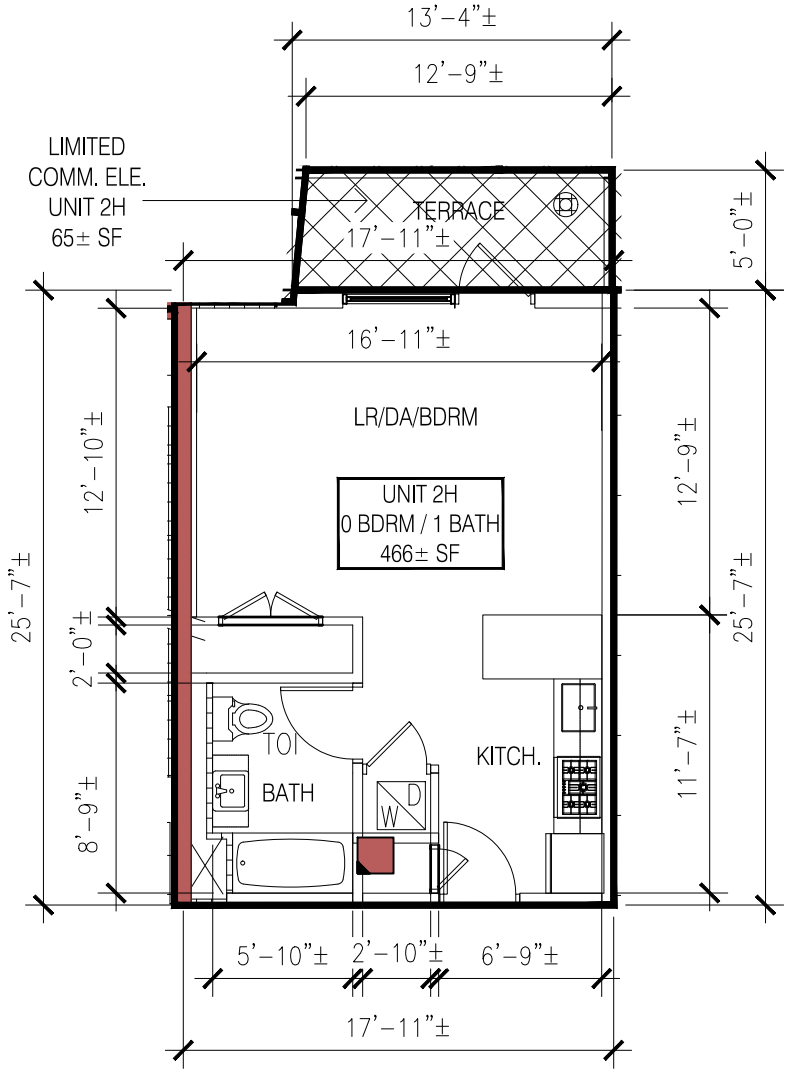
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2H
SCALE: 1/8" = 1'–0"

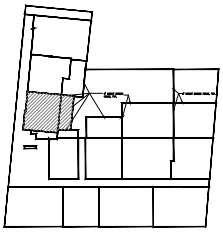
37-34 33RD STREET, LONG ISLAND CITY, NY

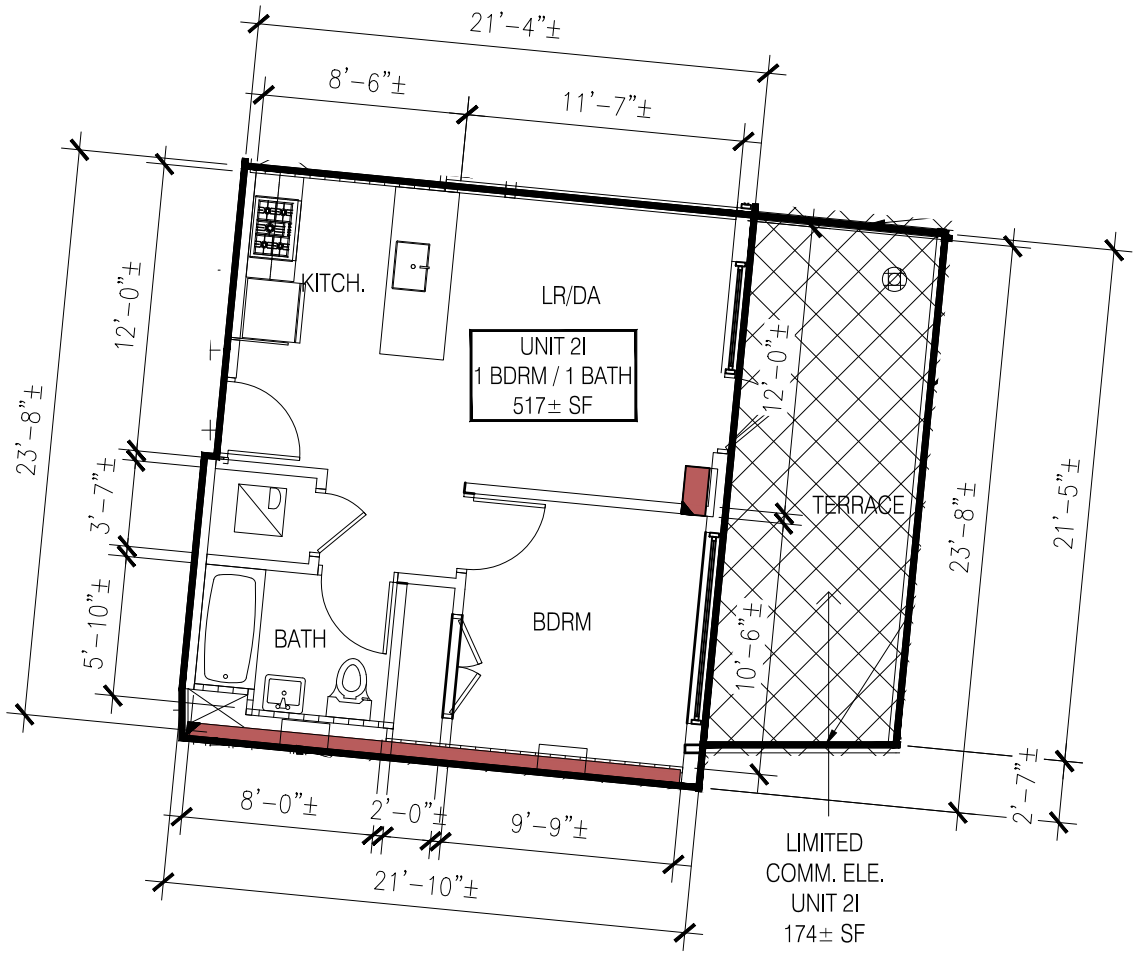
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2I
SCALE: 1/8" = 1'-0"

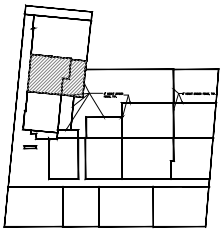
37-34 33RD STREET, LONG ISLAND CITY, NY

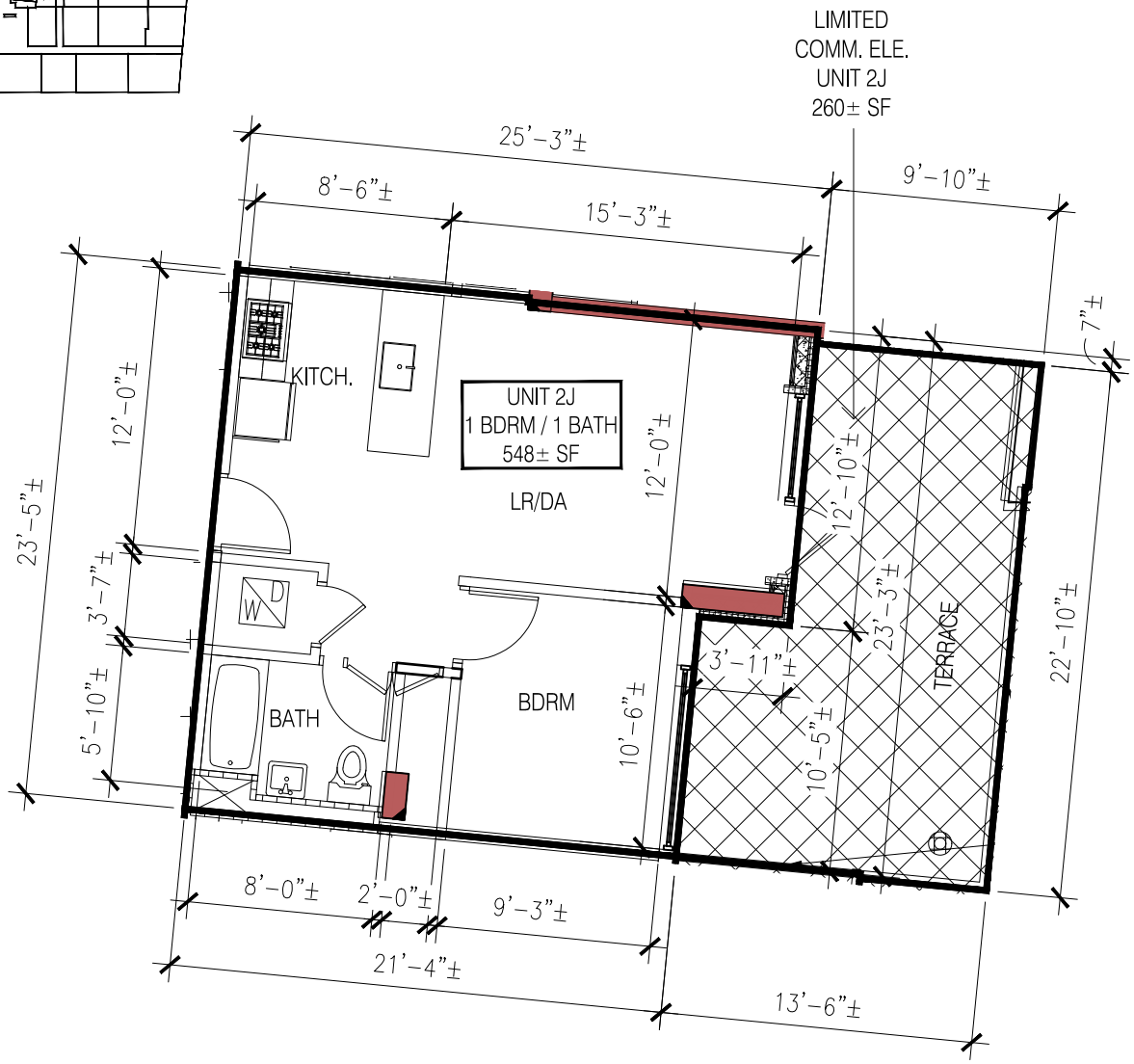
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 2J
SCALE: 1/8" = 1'-0"

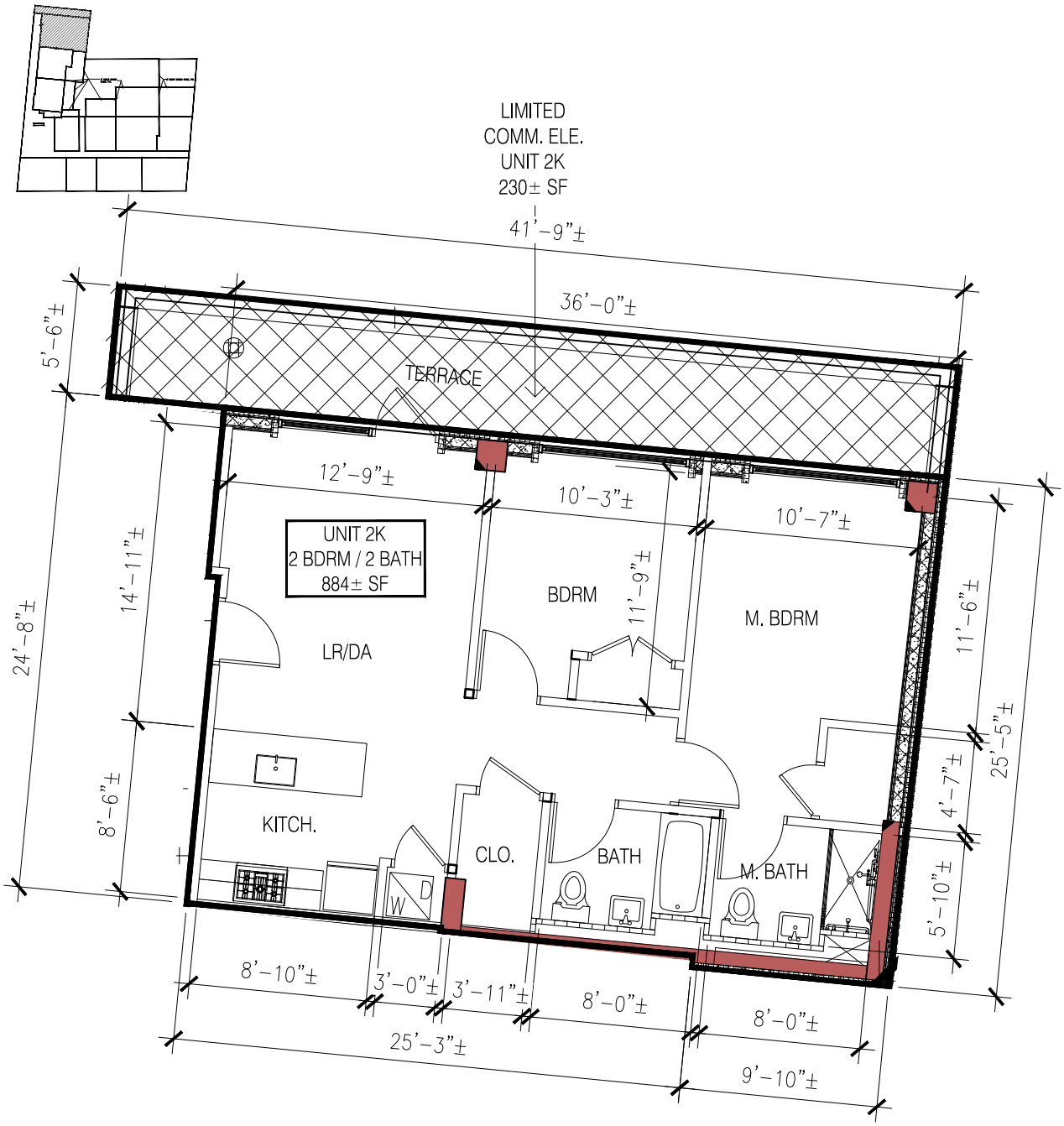
37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 RES. UNIT 2K
SCALE: 1/8" = 1'-0"

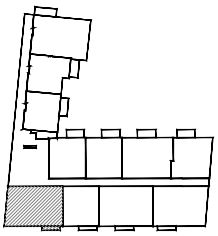
37-34 33RD STREET, LONG ISLAND CITY, NY

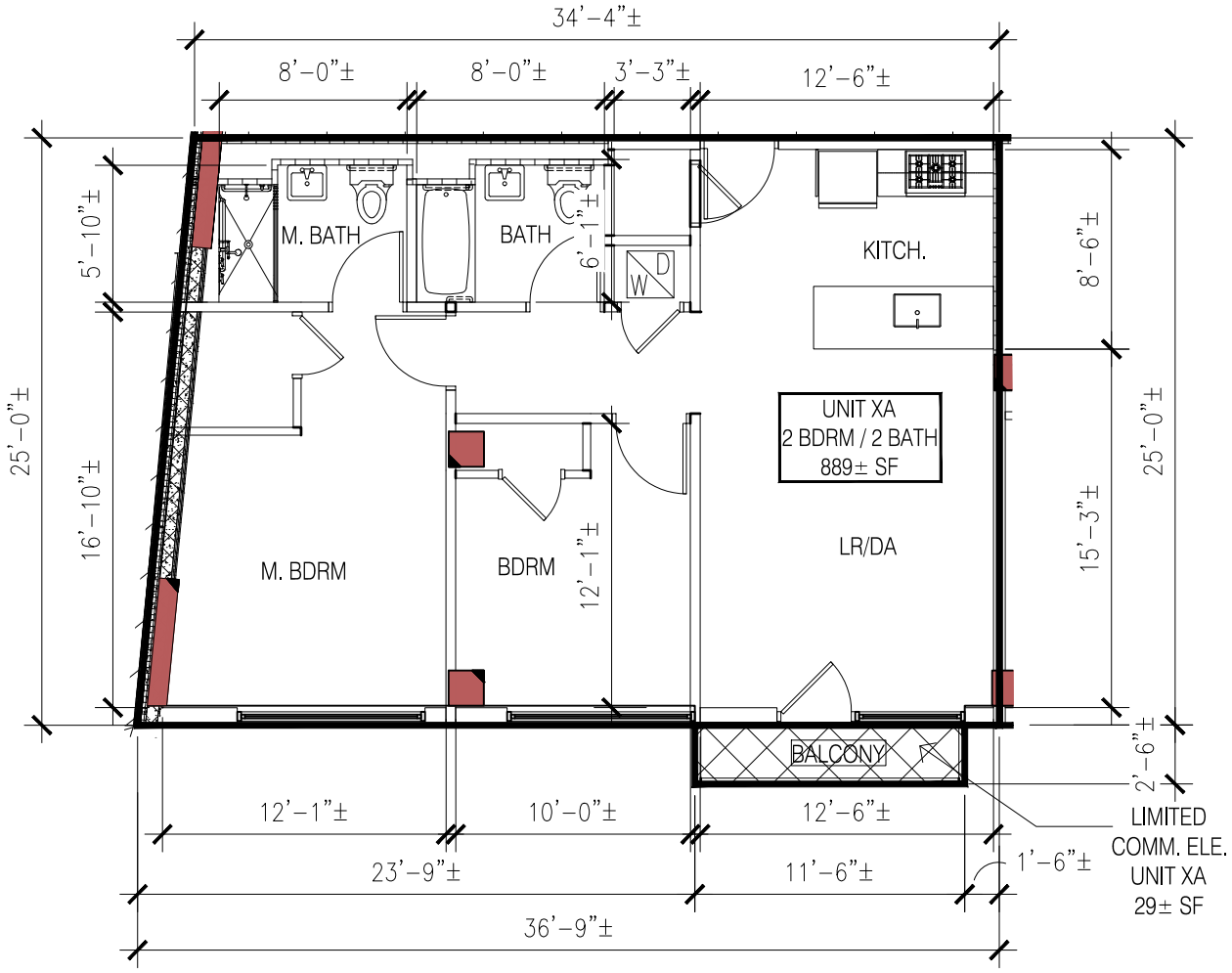
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XA

SCALE: 1/8" = 1'-0"

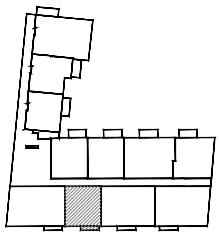
37-34 33RD STREET, LONG ISLAND CITY, NY

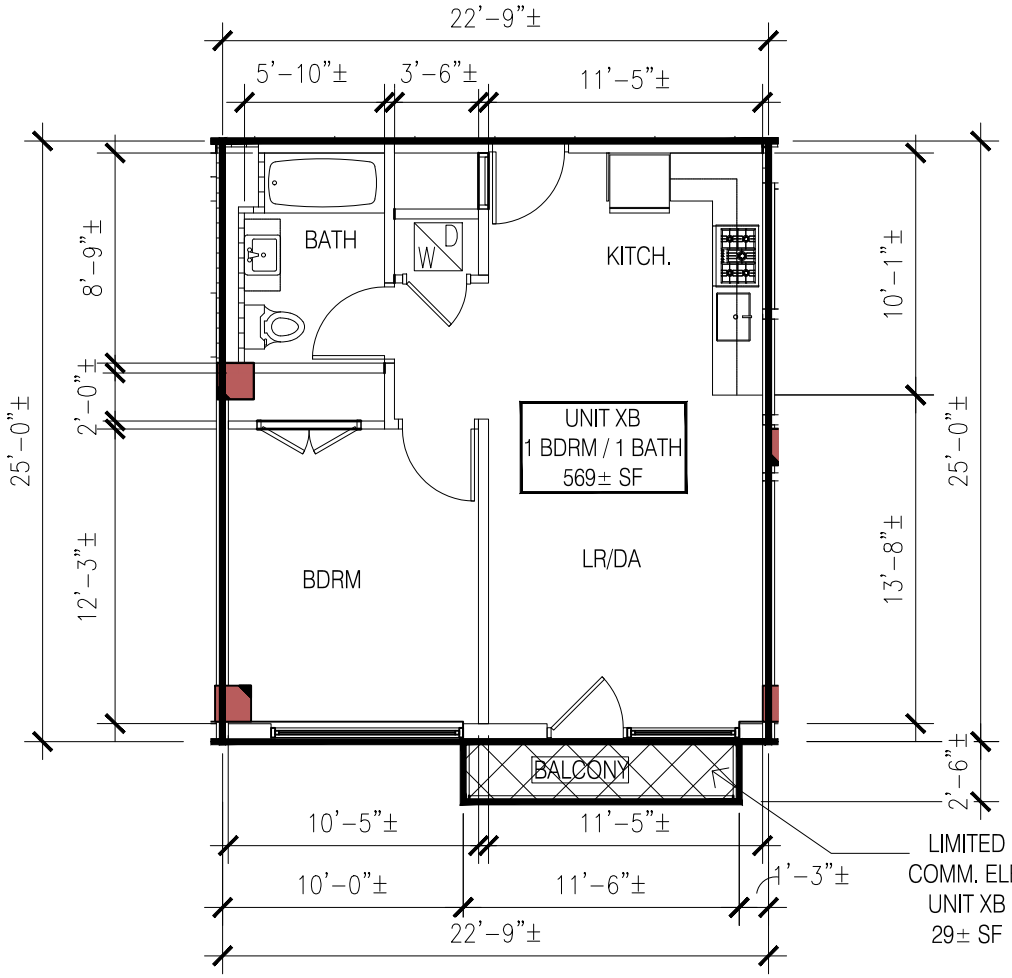
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XB

SCALE: 1/8" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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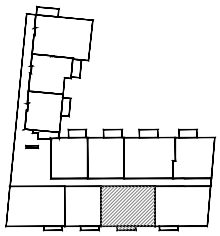
LEGEND

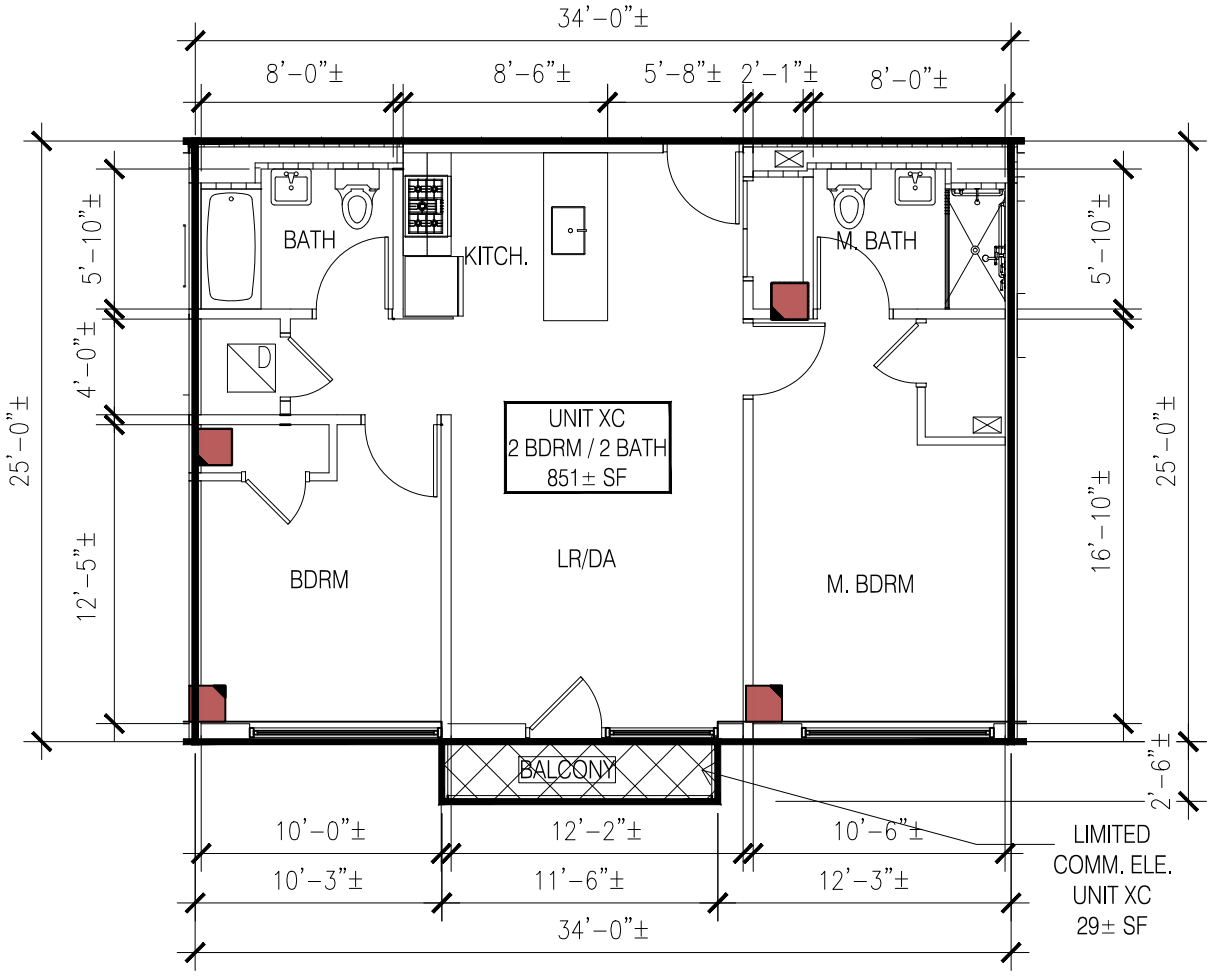
GENERAL BUILDING COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

COMMERCIAL COMMON ELEMENT

LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XC
SCALE: 1/8" = 1'–0"

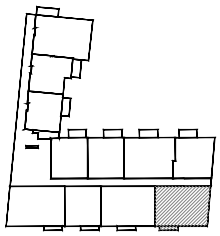
37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XD
SCALE: 1/8" = 1'–0"

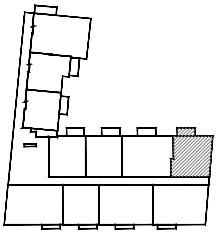
37-34 33RD STREET, LONG ISLAND CITY, NY

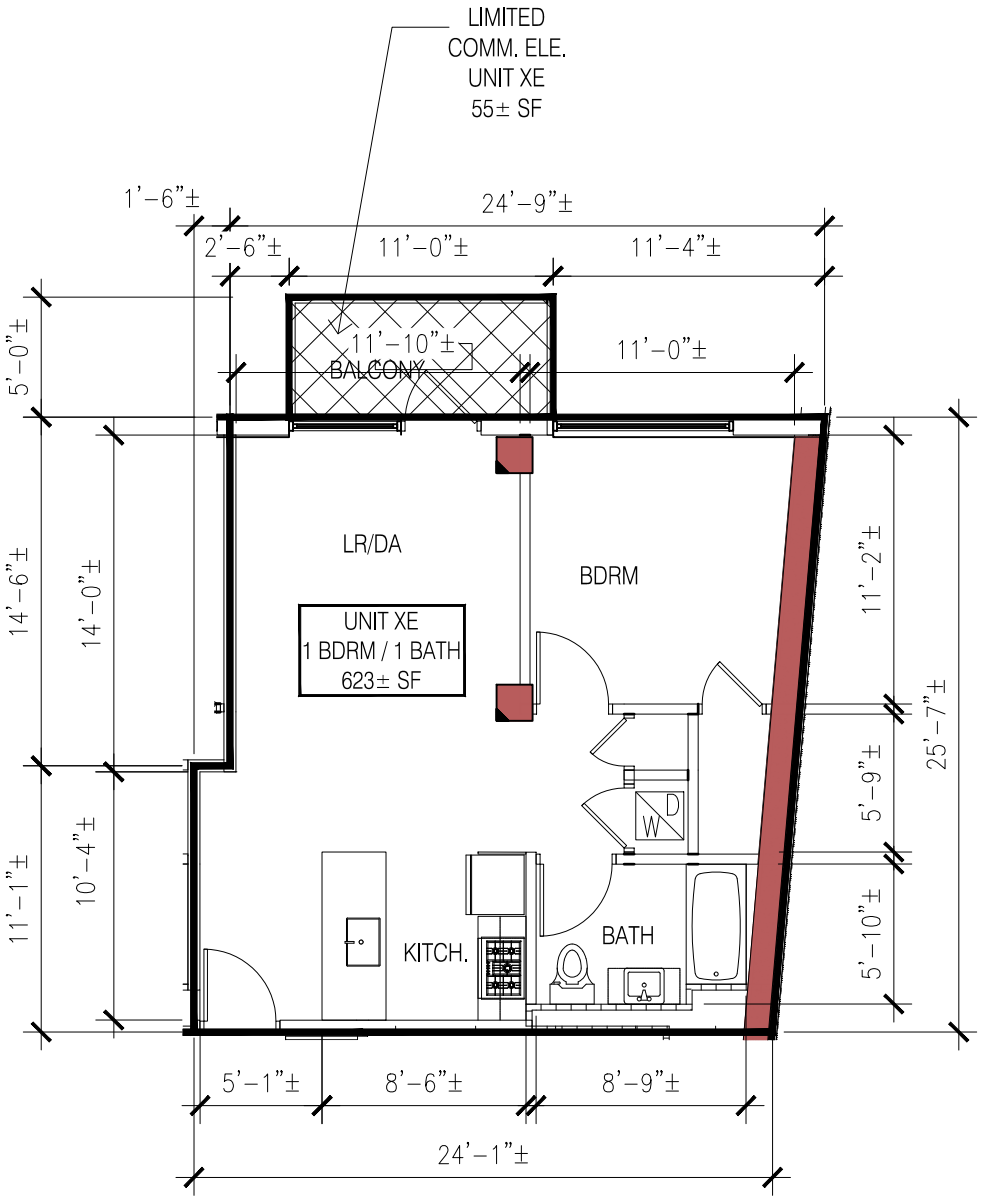
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XE
SCALE: 1/8" = 1'-0"

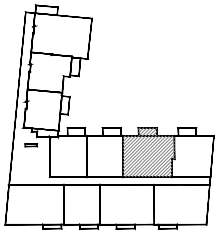
37-34 33RD STREET, LONG ISLAND CITY, NY

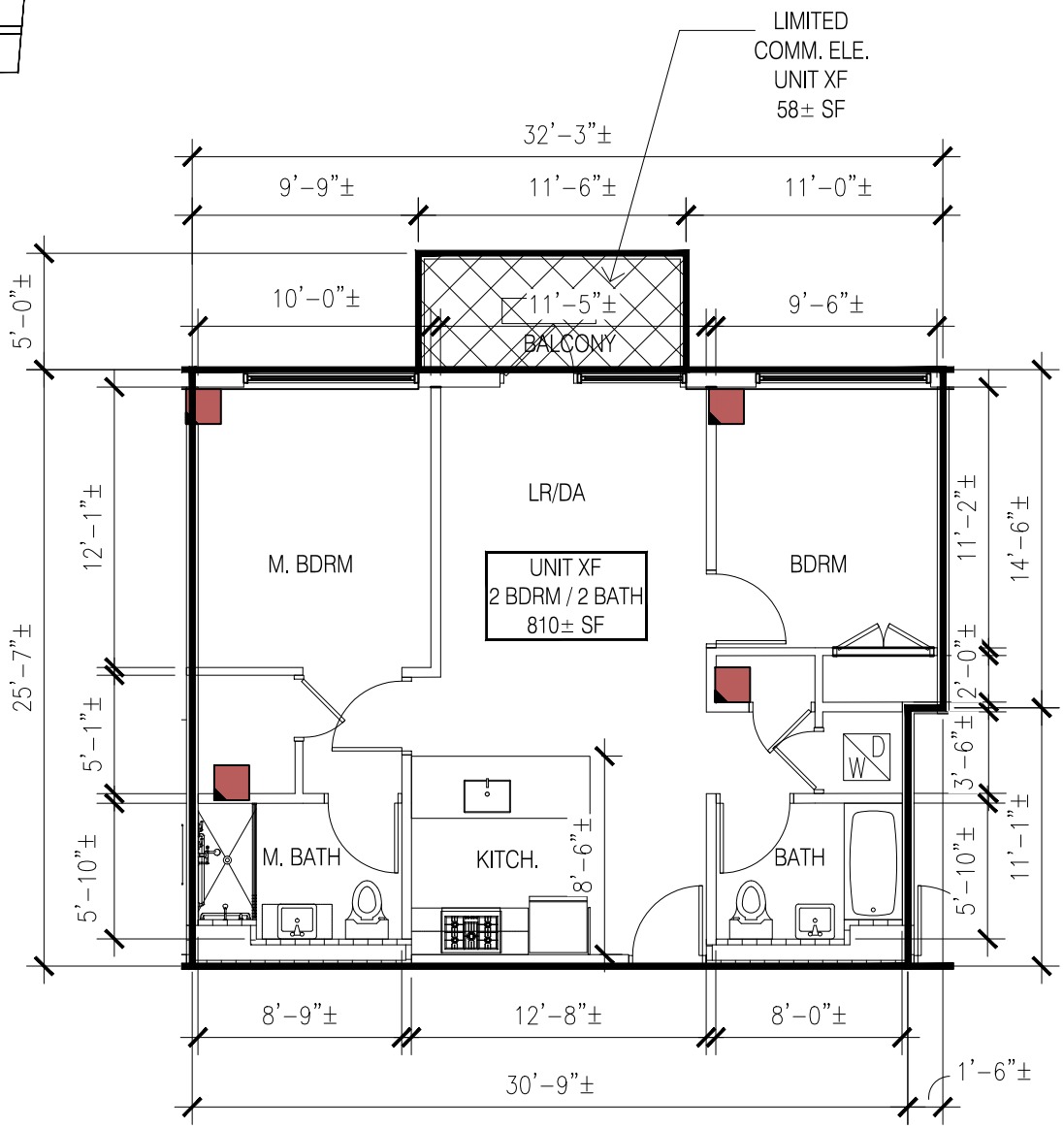
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XF

SCALE: 1/8" = 1'–0"

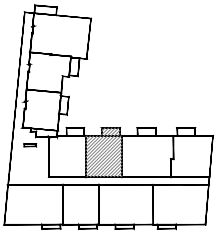
37-34 33RD STREET, LONG ISLAND CITY, NY

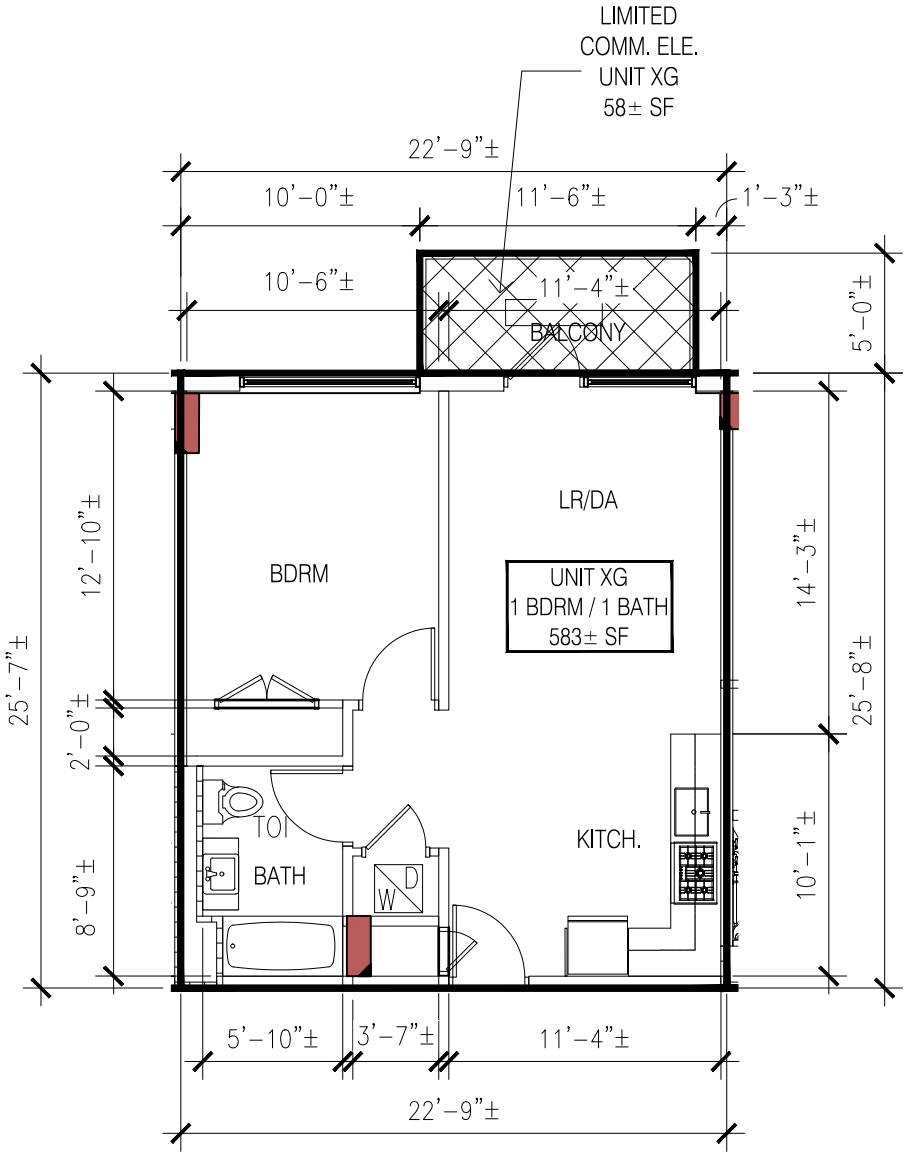
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XG

SCALE: 1/8" = 1'–0"

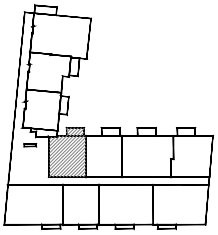
37-34 33RD STREET, LONG ISLAND CITY, NY

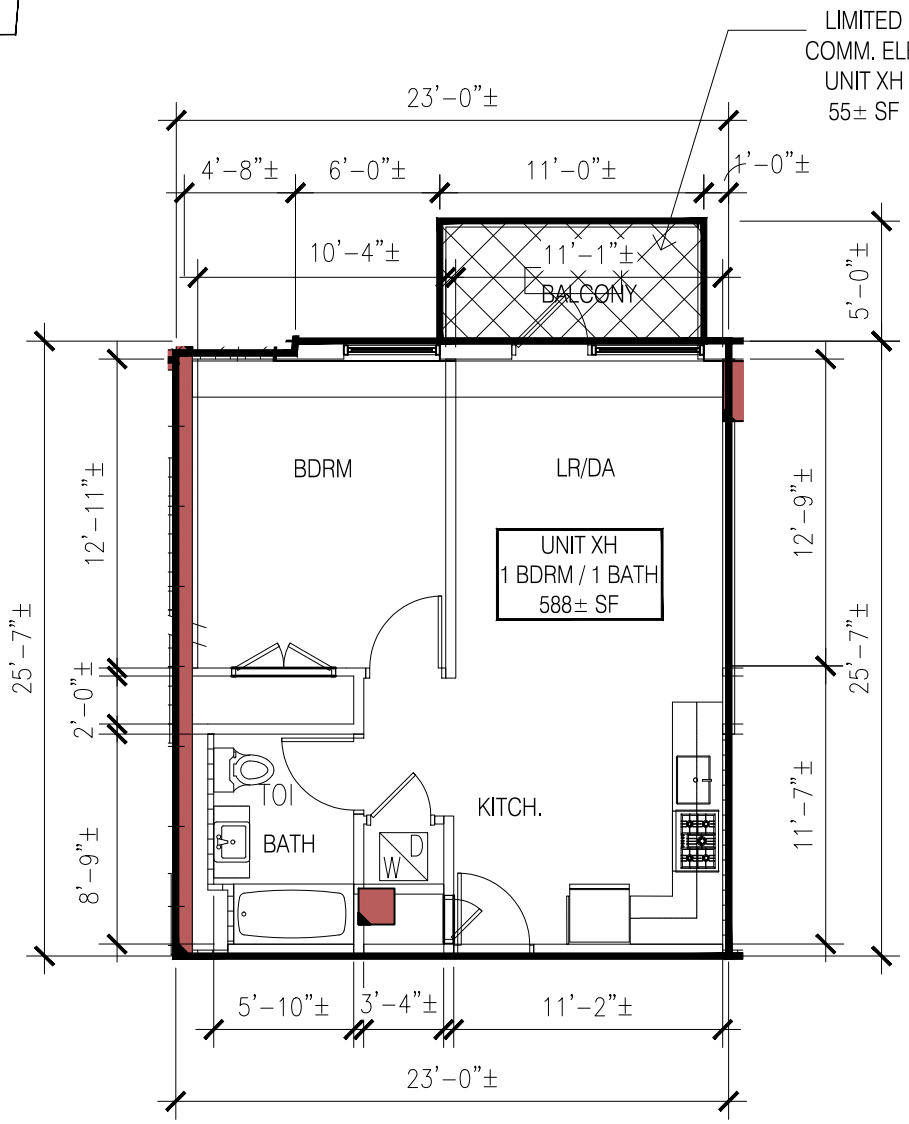
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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XH
SCALE: 1/8" = 1'–0"

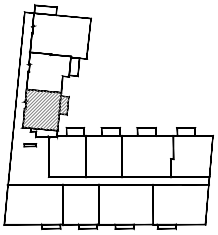
37-34 33RD STREET, LONG ISLAND CITY, NY

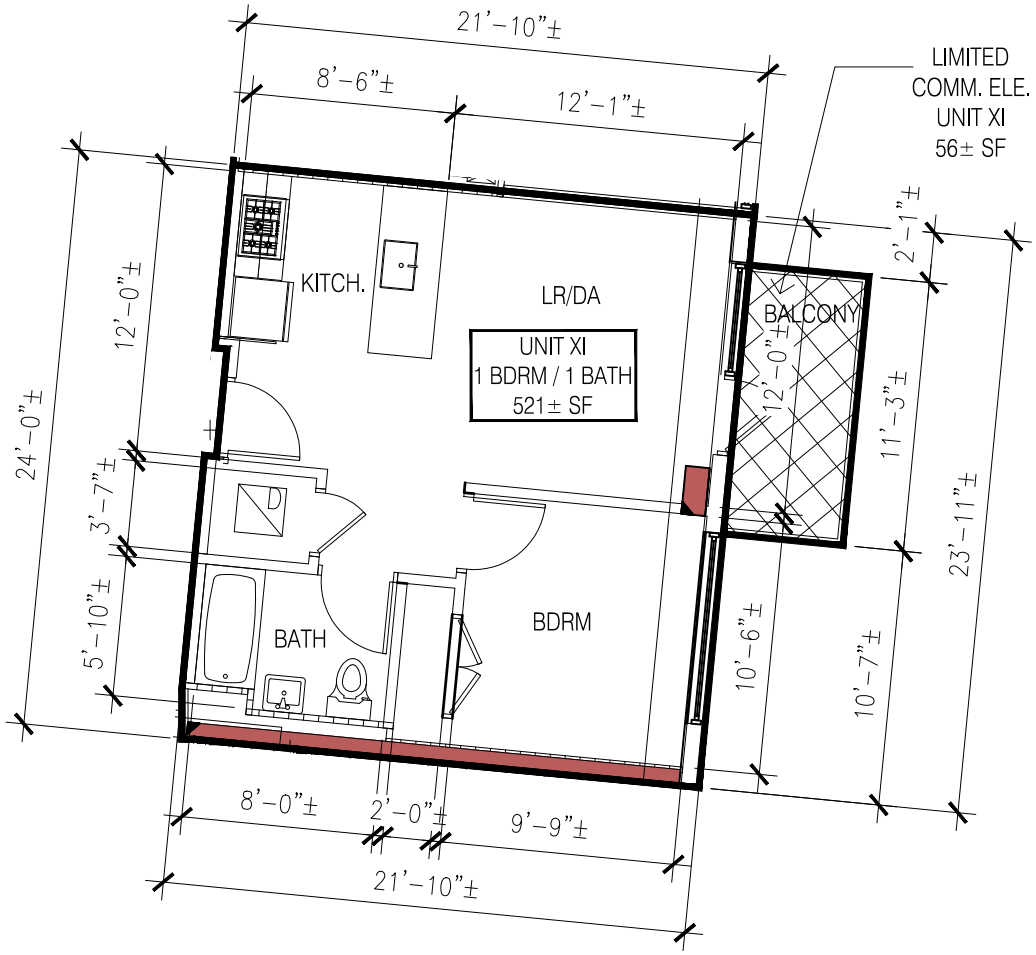
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XI

SCALE: 1/8" = 1'–0"

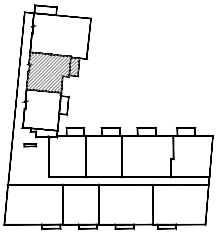
37-34 33RD STREET, LONG ISLAND CITY, NY

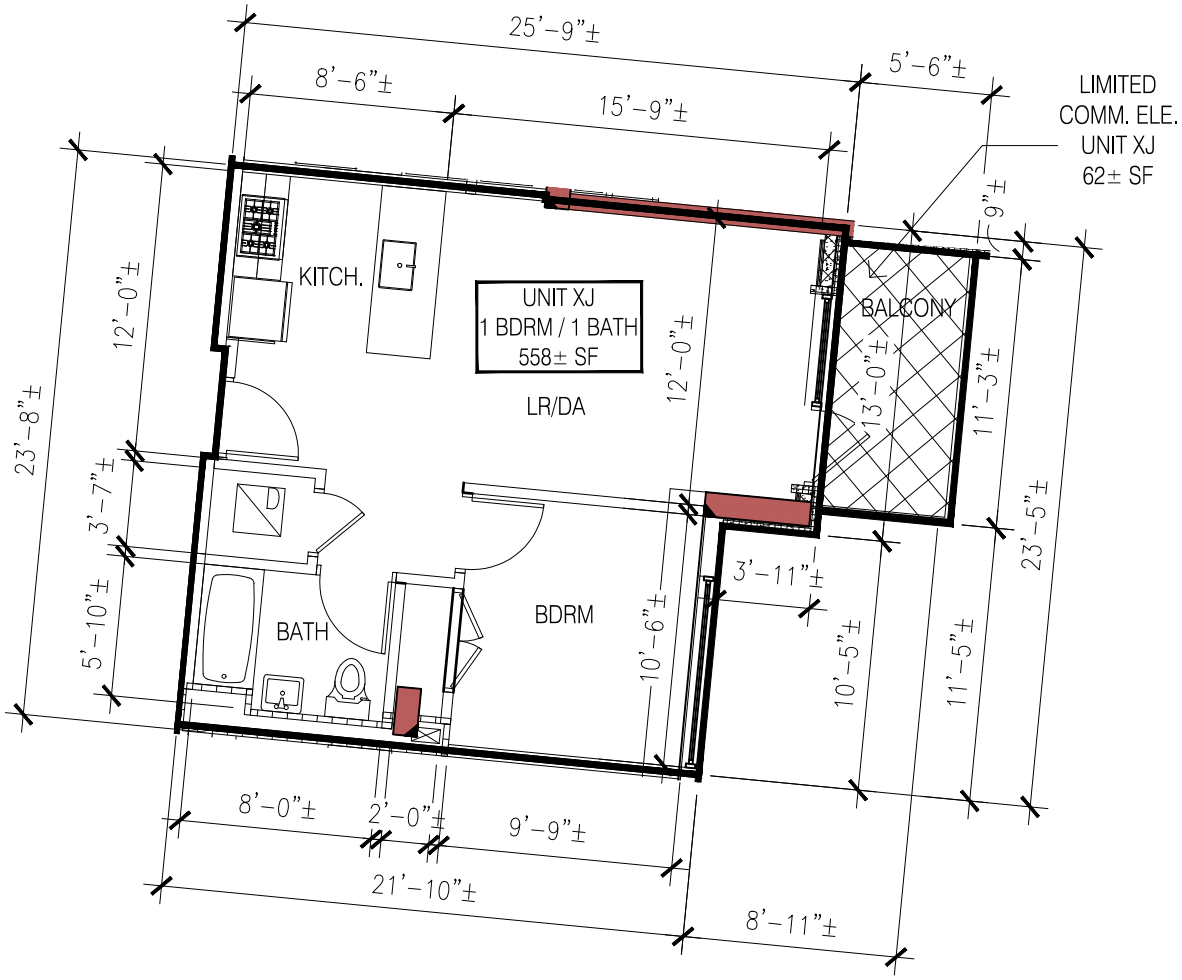
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XJ

SCALE: 1/8" = 1'-0"

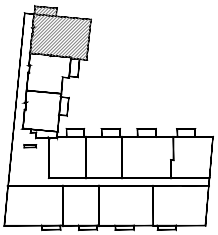
37-34 33RD STREET, LONG ISLAND CITY, NY

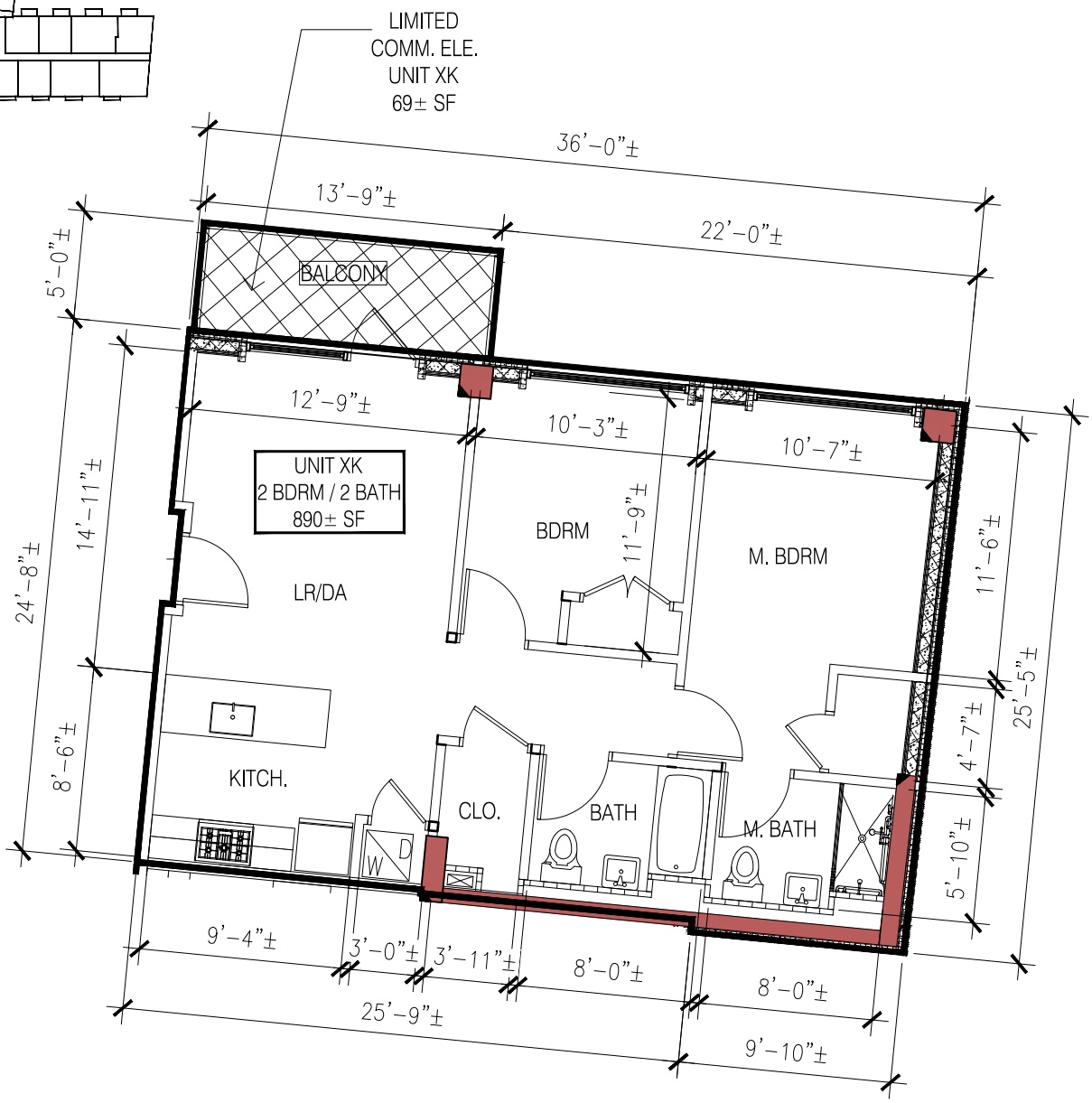
DATE: 08/25/2023 REV.

ALL AREAS AND DIMENSIONS ARE APPROXIMATION ONLY. AREA MAY VARY DUE TO UNFORSEEN SITE CONDITION.

LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT XK
SCALE: 1/8" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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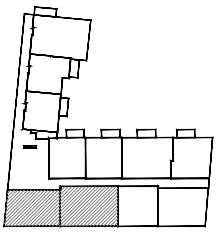
LEGEND

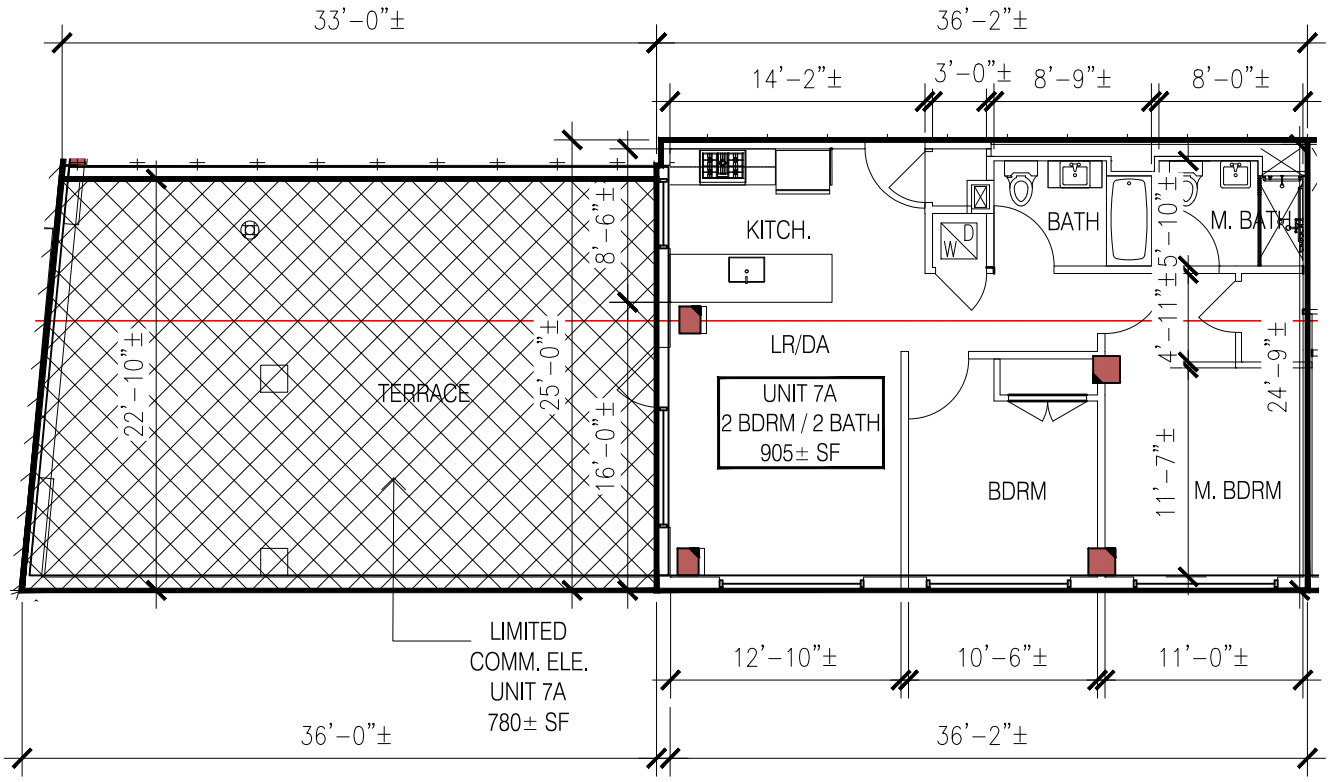
GENERAL BUILDING COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

COMMERCIAL COMMON ELEMENT

LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7A
SCALE: 3/32" = 1'-0"

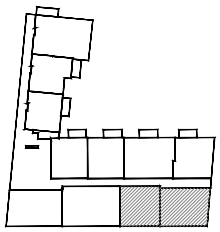
37-34 33RD STREET, LONG ISLAND CITY, NY

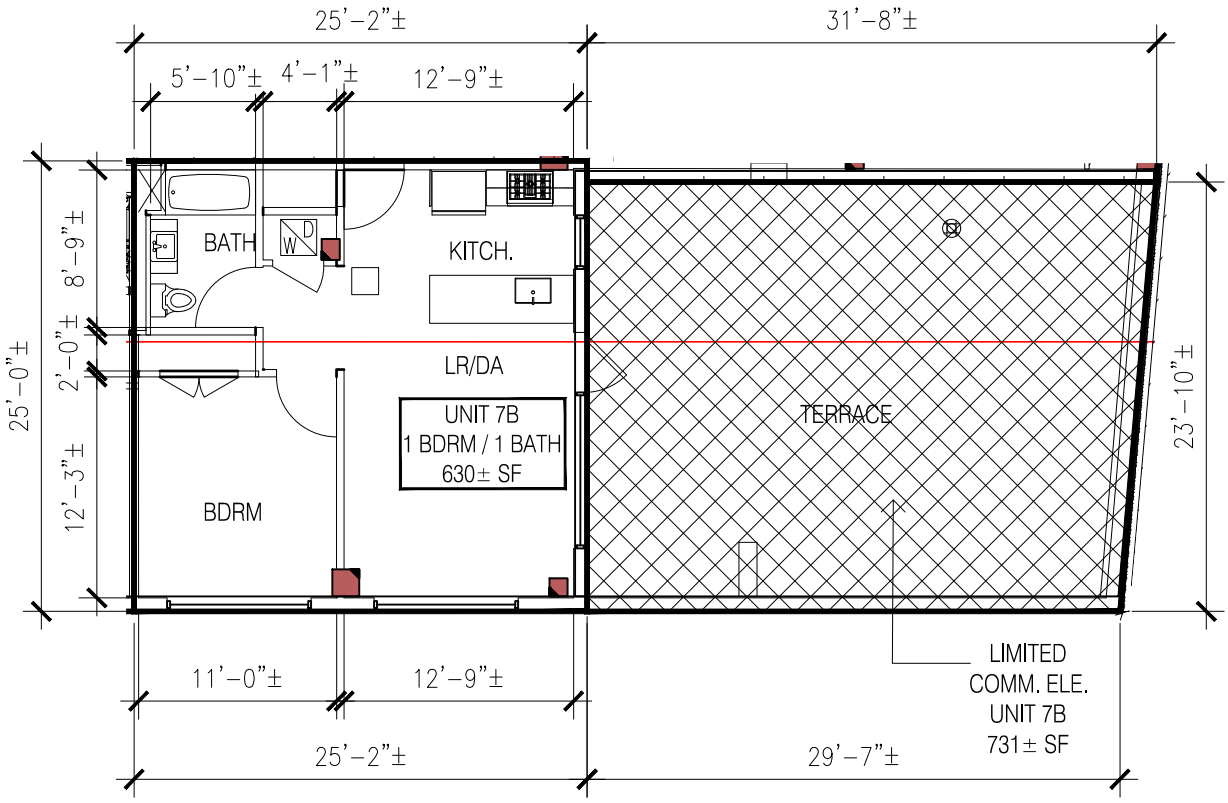
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7B
SCALE: 3/32" = 1'–0"

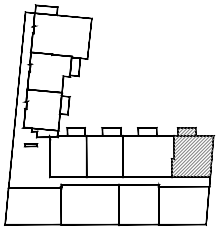
37-34 33RD STREET, LONG ISLAND CITY, NY

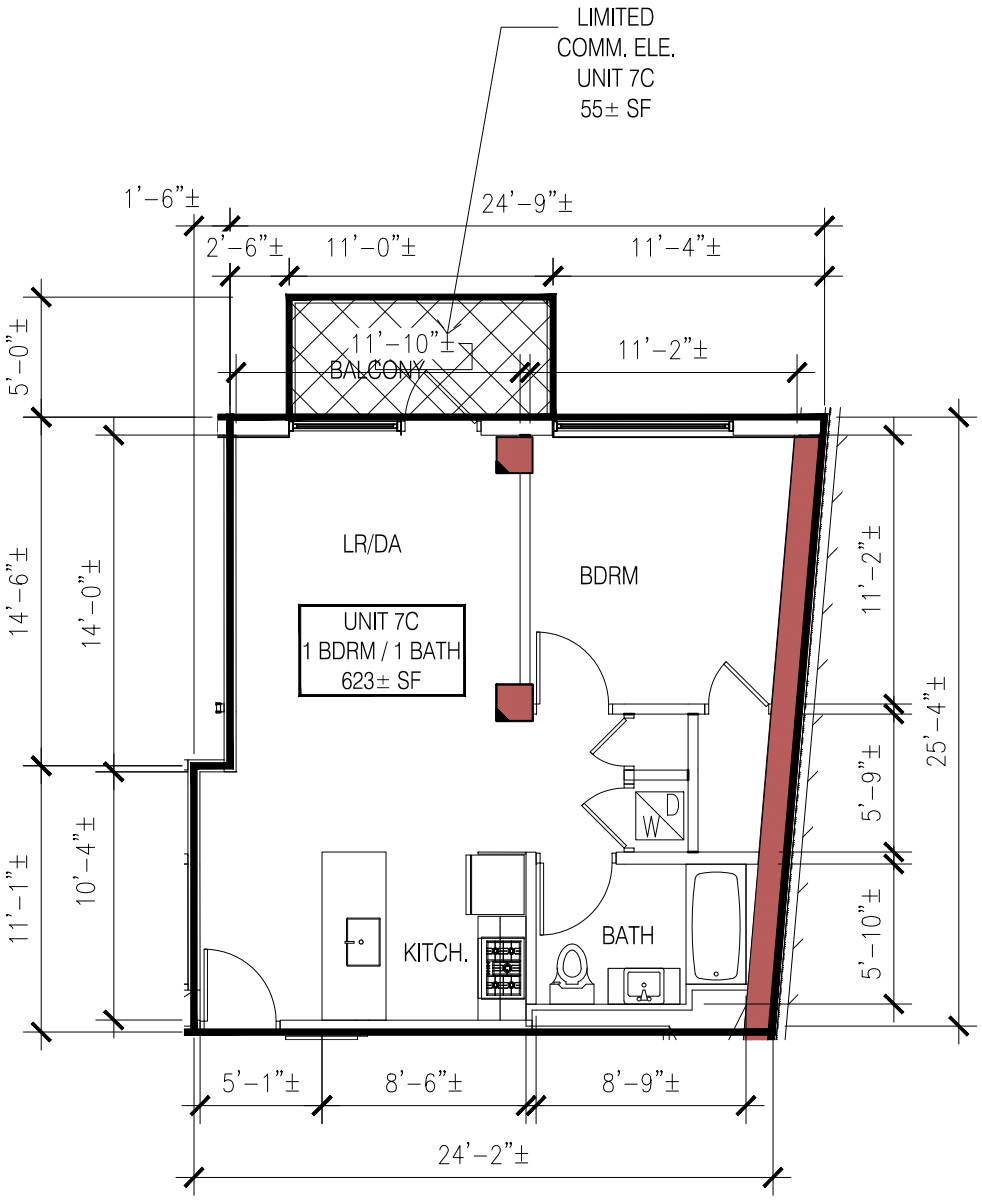
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7C
SCALE: 1/8" = 1'-0"

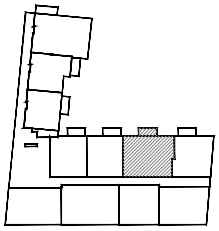
37-34 33RD STREET, LONG ISLAND CITY, NY

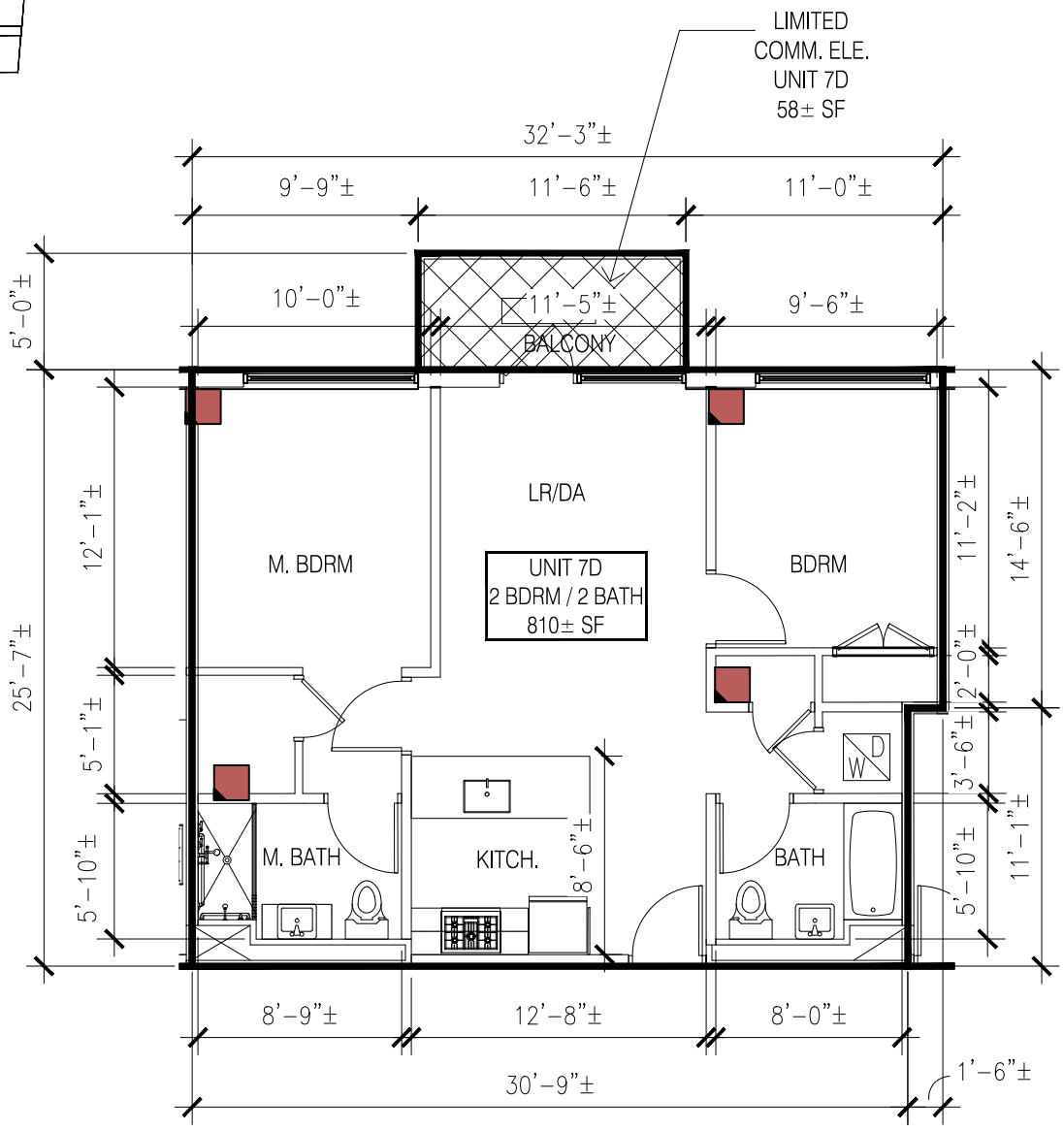
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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7D

SCALE: 1/8" = 1'-0"

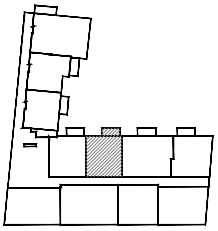
37-34 33RD STREET, LONG ISLAND CITY, NY

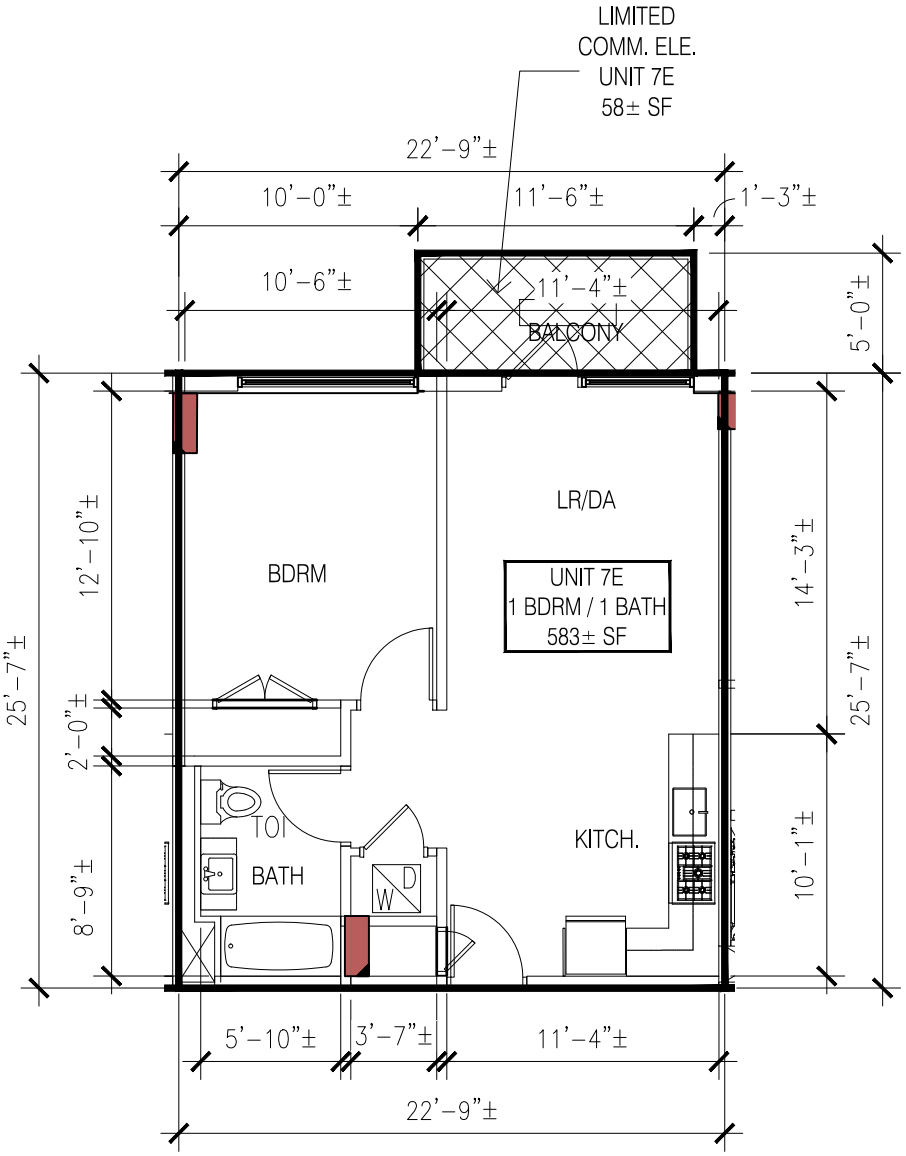
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7E
SCALE: 1/8" = 1'–0"

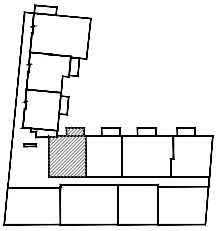
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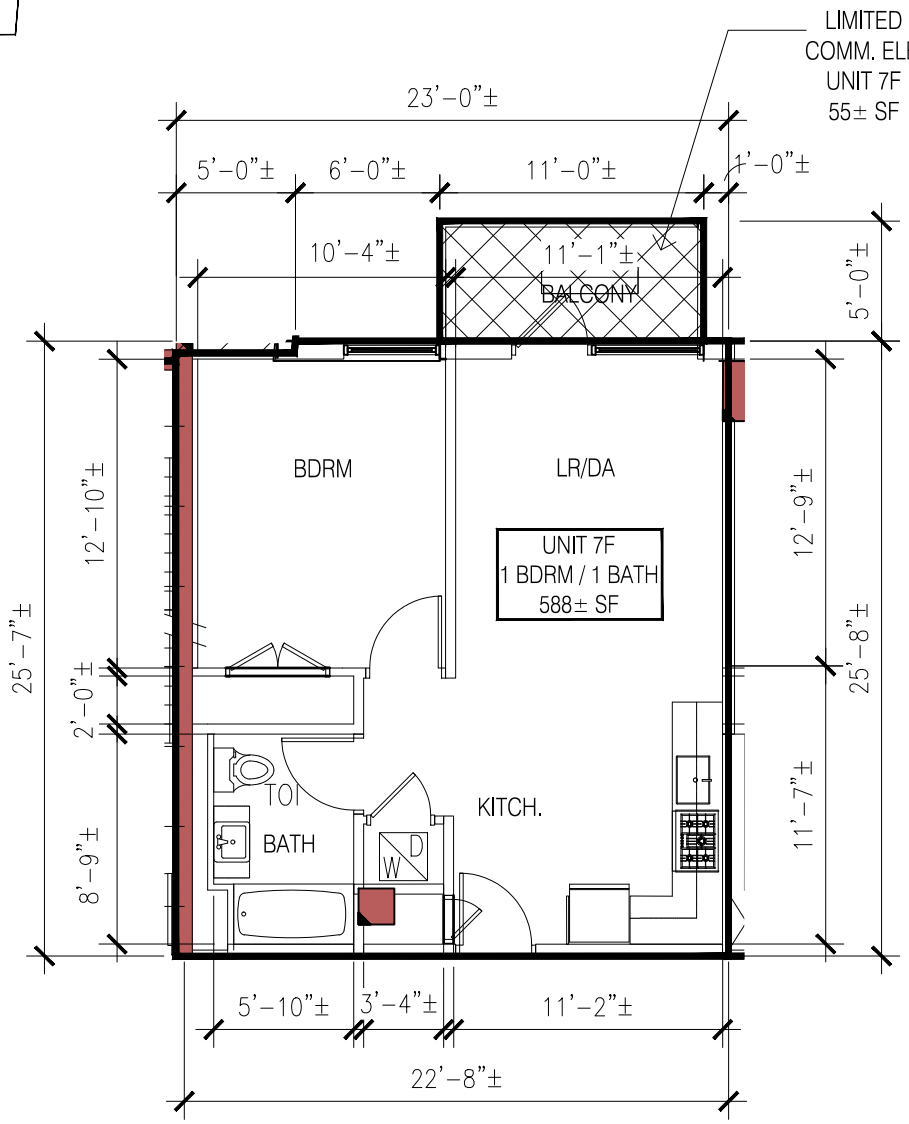
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7F

SCALE: 1/8" = 1'-0"

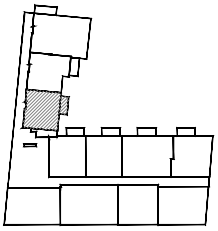
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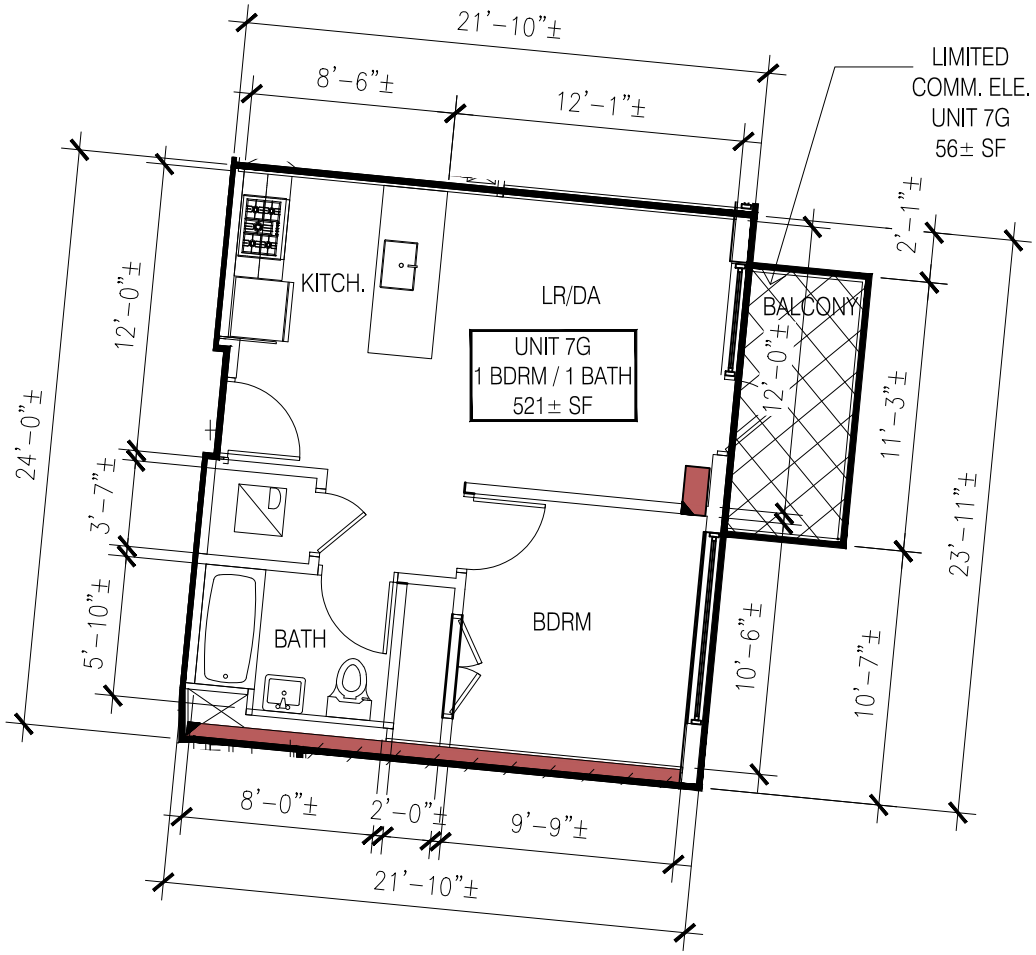
DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7G

SCALE: 1/8" = 1'–0"

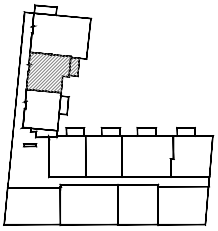
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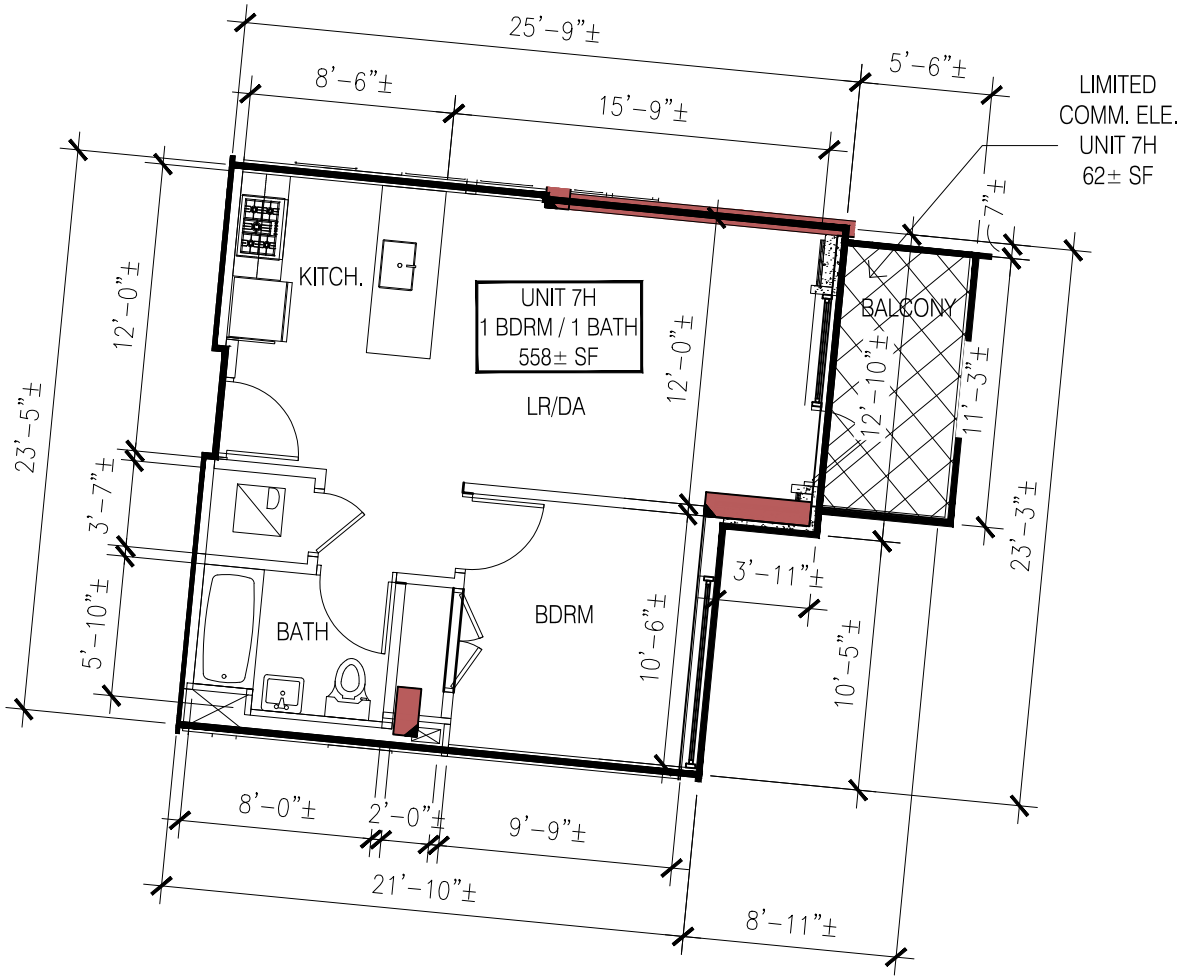
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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7H

SCALE: 1/8" = 1'-0"

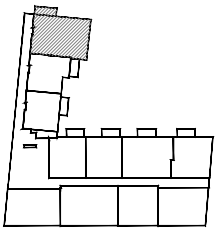
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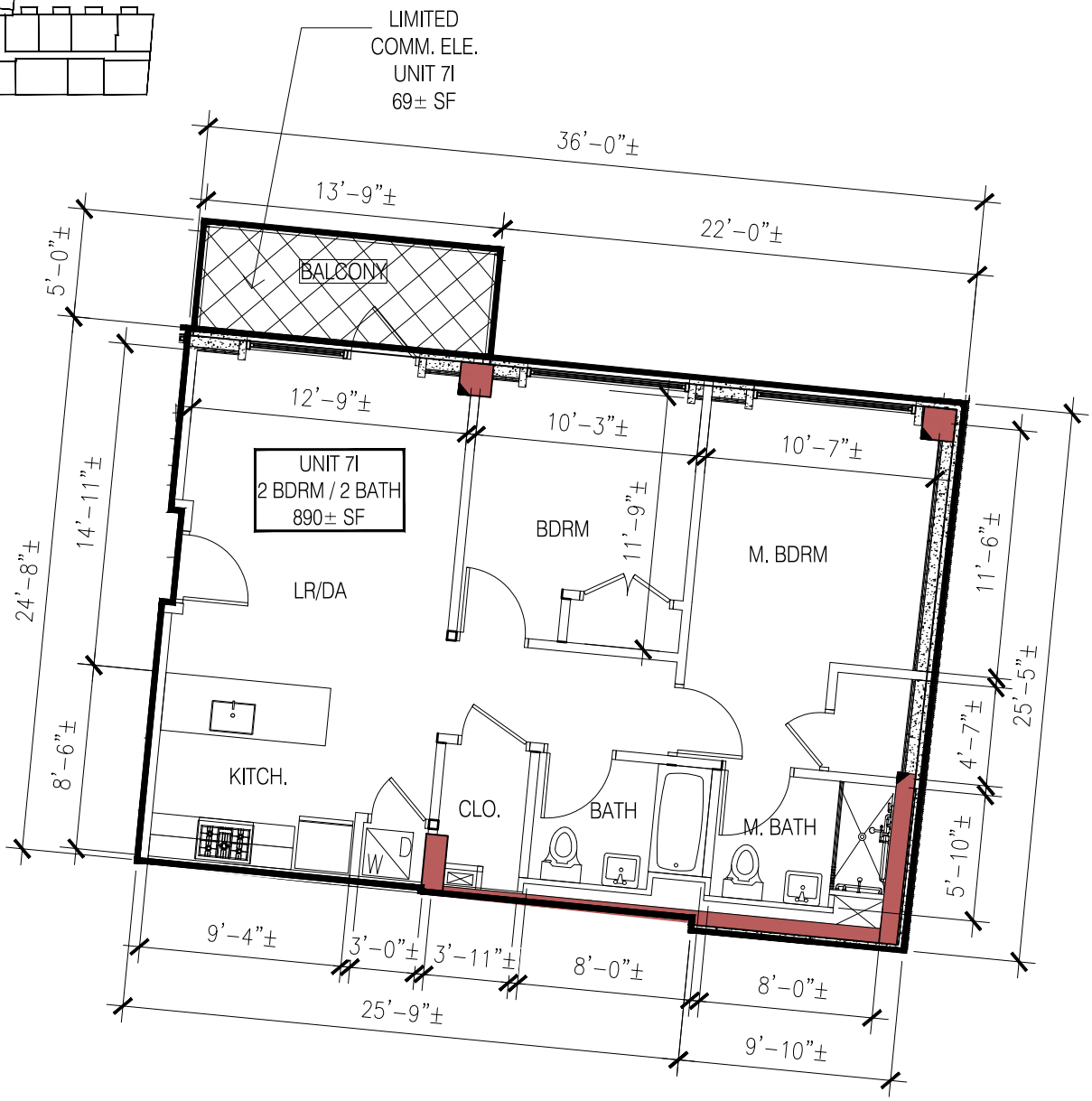
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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT





37-34 33RD STREET CONDO.

1 RES. UNIT 7I
SCALE: 1/8" = 1'-0"

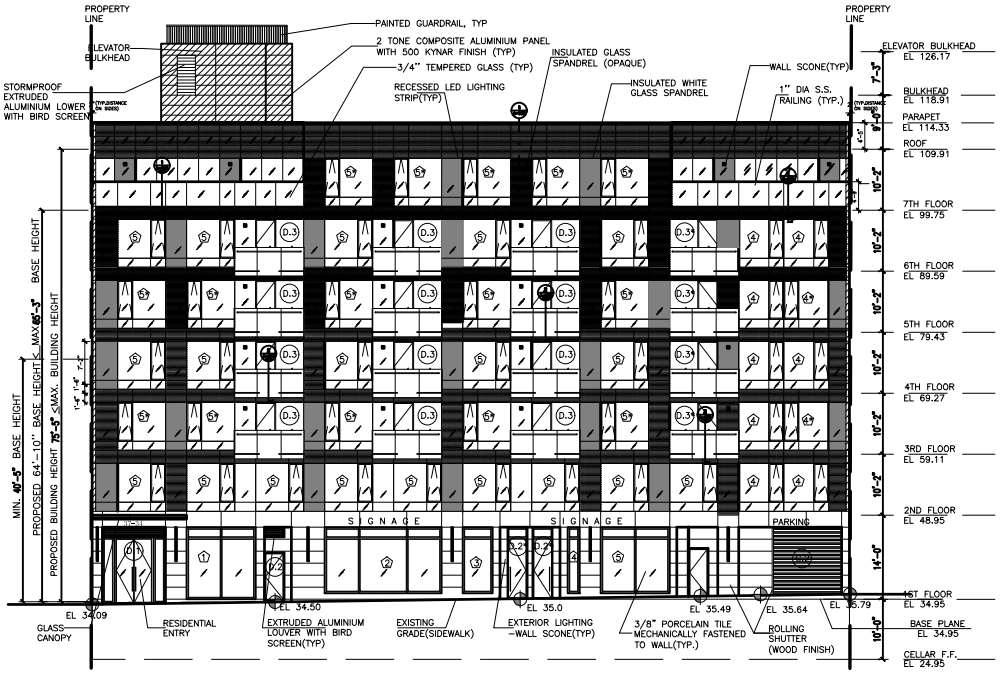
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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 ELEVATION A
SCALE: 1/32" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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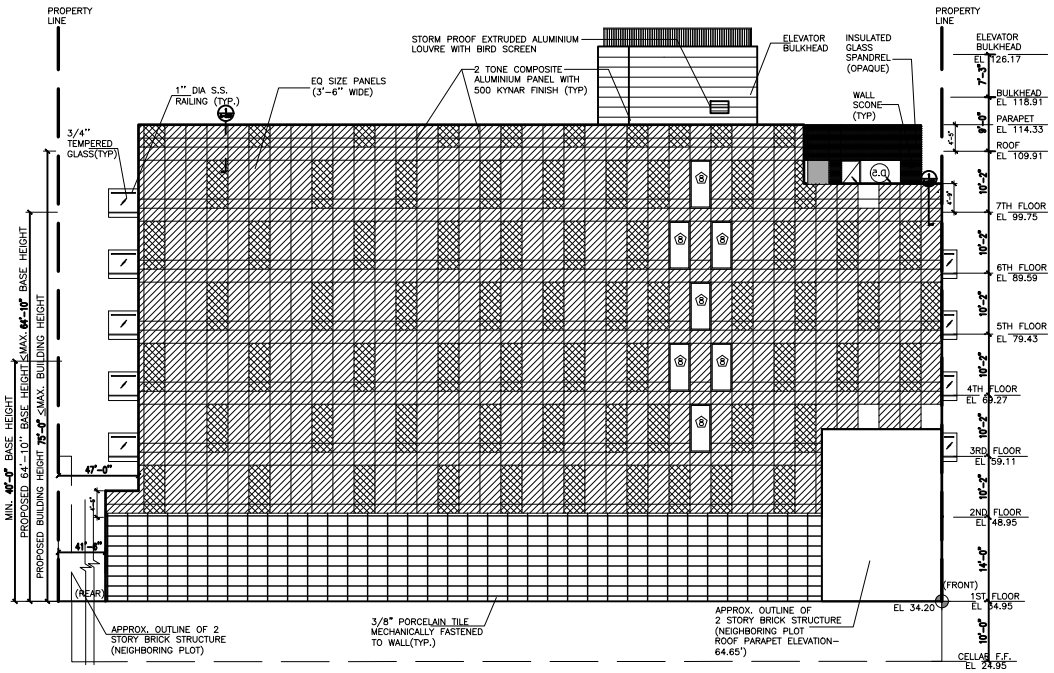
LEGEND

GENERAL BUILDING COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

COMMERCIAL COMMON ELEMENT

LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 ELEVATION B
SCALE: 1/32" = 1'-0"

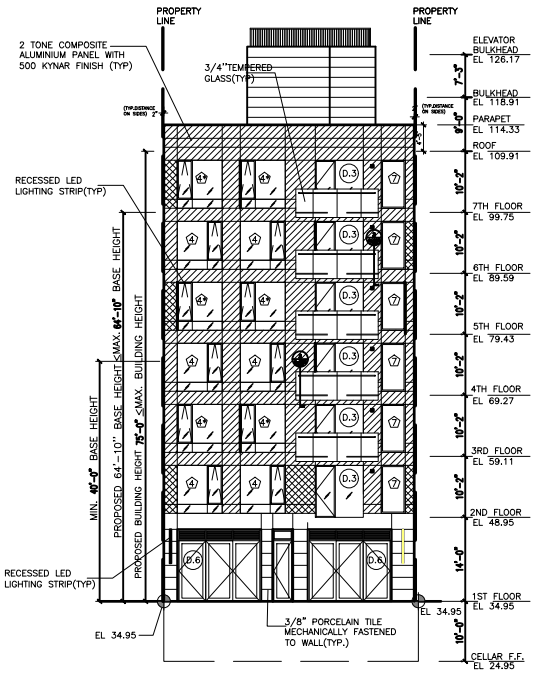
37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 ELEVATION C
SCALE: 1/32" = 1'-0"

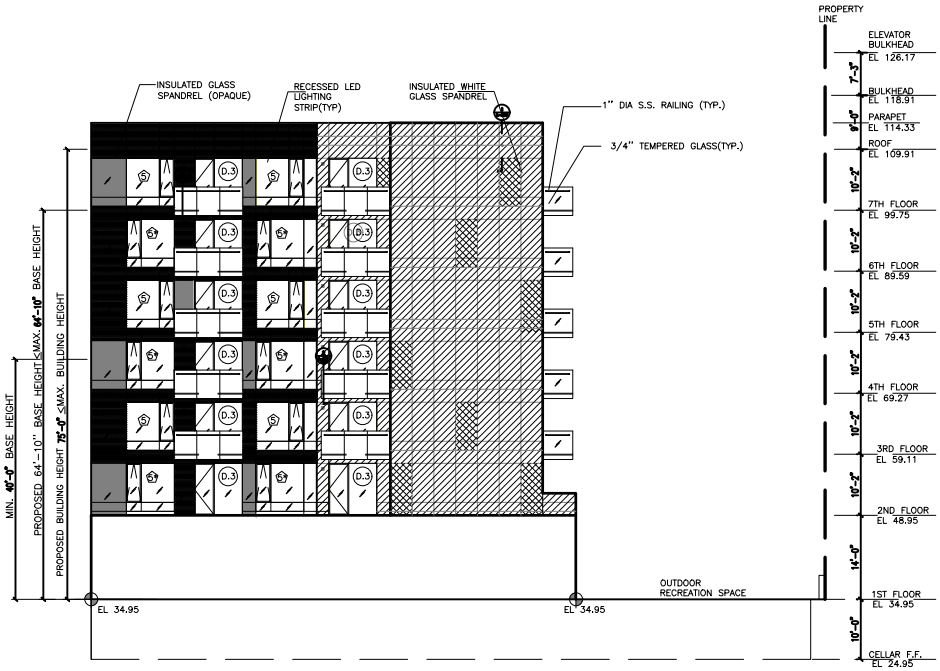
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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 ELEVATION D
SCALE: 1/32" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

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LEGEND

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COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 ELEVATION E
SCALE: 1/32" = 1'-0"

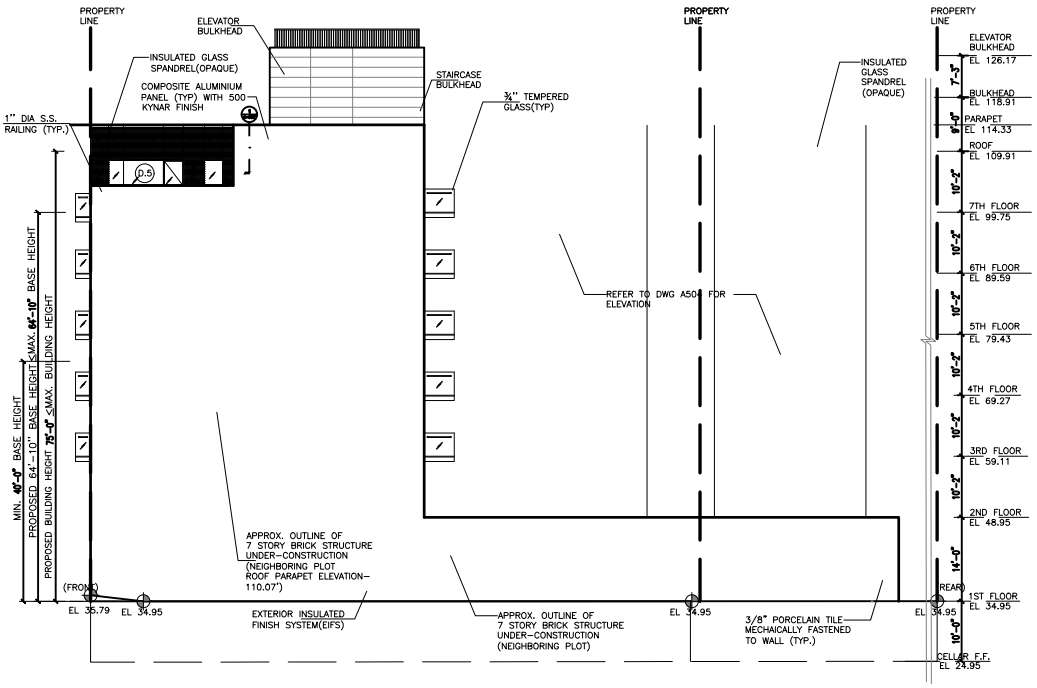
37-34 33RD STREET, LONG ISLAND CITY, NY

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LEGEND

GENERAL BUILDING COMMON ELEMENT	RESIDENTIAL COMMON ELEMENT
COMMERCIAL COMMON ELEMENT	LIMITED COMMON ELEMENT



37-34 33RD STREET CONDO.

1 ELEVATION F
SCALE: 1/32" = 1'-0"

37-34 33RD STREET, LONG ISLAND CITY, NY

DATE: 08/25/2023 REV.

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FEE TITLE DESCRIPTION

A “Unit” as hereinafter referred to shall be defined as follows:

> The approximate physical dimensions of each Unit consist of the area measured horizontally from the outside face of the exterior walls of the Building defining the Residential Unit to (a) the outside face of the exterior walls of the Building, or (b) the centerline of the partitions of the interior walls separating the Unit from another Unit, stairs, elevators or other common elements or (c) corridor side of partitions separating the Unit from the corridor. Each Unit will consist of the volume measured vertically from the top of the finished floor to the underside of the finished ceiling. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual, usable, floor area comprising the Residential Unit is substantially less than the area listed in Schedule A.

DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF
PREMISES LOCATED AT 37-34 33RD STREET
ASTORIA, QUEENS COUNTY,
CITY AND STATE OF NEW YORK
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW
OF THE STATE OF NEW YORK

Condo #

NAME: 37-34 33RD STREET CONDOMINIUM

DECLARANT: 33rd Street Ventures, LLC
60 Cutter Mill Road, Ste. 405
Great Neck, New York 11021

DATE OF DECLARATION:

BLOCK: 374
FKA LOT: 33
NKA LOTS:

Record and Return To:

Moritt Hock & Hamroff LLP
Attorneys for the Sponsor
1407 Broadway, 39th Floor
New York, New York 10018
Anthony J. Ficara, Esq.

SCHEDULE I

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SCHEDULE B-1
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EXHIBIT B By-Laws to Declaration of Condominium
EXHIBIT C Board Recognition Agreement

PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF 37-34 33RD STREET CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK

In New York, Queens County, City and State of New York, on this ___ day of _____, 202__, 33rd Street Ventures, LLC, a limited liability company organized and existing under the laws of the State of New York, whose principal office is situated at 60 Cutter Mill Road, Ste. 405, Great Neck, New York 11021, hereinafter referred to as the "Sponsor" or "Declarant" represented in this Declaration by _____, who is fully empowered and qualified to execute this Declaration on behalf of the said Organization, does hereby state:

FIRST: SUBMISSION OF PROPERTY.

By this Declaration the Declarant submits the property described in this Declaration, including the land and the Building and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: DESCRIPTION OF PROPERTY.

The Declarant owns all that certain plot, piece or parcel of land situate, lying and being in the Borough Queens, Queens County, City and State of New York, bounded and described as contained in Exhibit A of this Declaration.

THIRD: DEFINITIONS.

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

1. "Board of Managers" - The governing body of the Condominium responsible for its affairs.

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

3. "Building" - The seven (7) story building containing sixty-four (64) Residential Units, two (2) Commercial Units, thirty-two (32) Parking Space Units, Cellar, roof and Bulkhead.

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

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

6. “Common Charges” – Each Unit Owner’s proportionate share of Common Expenses of the Condominium.

   If applicable, Common Charges may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In accordance with Section 339-bb of the Real Property Law the Non-Residential Unit(s) may be allocated a greater amount of the insurance premium for the Condominium if the increased cost of the insurance is a result of the use or existence of the Non-Residential Unit.

7. “Common Elements” – All portions of the Condominium, other than the Units. The Common Elements are divided as follows:

   (a) “General Common Elements” are Common Elements which are shared by all Unit Owners.

   (b) “Limited Common Elements” are Common Elements which are for the exclusive use of an Individual Unit Owner.

   (c) “Residential Restricted Common Elements” are Common Elements which are for the exclusive use of all Residential Unit Owners.

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

9. “Common Interest” – The proportionate, undivided interest each Unit Owner has in the Common Elements. Common Interest is divided as follows:

   (a) “General Common Interest” – The proportionate, undivided interest each Unit Owner has in the General Common Elements.

   (b) “Residential Common Interest” – The proportionate, undivided interest each Residential Unit Owner has in the Residential Area of the Condominium.

   (c) “Non-Residential Common Interest” – The proportionate, undivided interest a Garage Unit Owner, Commercial Unit Owner and Community Facility Unit Owner has in the Non-Residential Area of the Condominium.

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

11. “Condominium” – 37-34 33rd Street Condominium, which includes the Unit Owners, the Units and the Common Elements.

12. “Declaration of Condominium” - The instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time is amended, consistent with the provisions of the Condominium Act and of the By-Laws.

13. “Limited Common Elements” – A Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the Owners of such Unit or Units. Limited Common Elements may also be referred to as an Irrevocably Restricted Common Element.

14. “Non-Residential Area” or “Non-Residential Section” – The area of the Condominium consisting of the Commercial Units.

15. “Officers” – The Officers of the Condominium elected or designated by the Boards of Managers.

16. “Residential Area” – The areas of the Buildings containing the Residential Units, Residential Restricted Common Elements and Limited Common Elements.

17. “Sponsor” or “Declarant” - 33rd Street Ventures, LLC, a New York limited liability company and its successors and/or assigns.

18. “Unit” - A Unit includes all the Units in the Condominium and is divided as follows:

    (a) “Residential Units” - The Units designated in the Declaration of Condominium for Residential use.

    (b) “Commercial Units” or “Non-Residential Units” – The Units designated in the Declaration of Condominium for Commercial use.

    (c) “Parking Space Units” – The Unit designated as the Parking Space Units in the Declaration of Condominium.

As used herein the terms “Residential Unit, Commercial Unit and Parking Space Unit” are equivalent to the term “Unit” in Article 9-B of the Real Property Law of the State of New York.

19. “Unit Owner” - A Unit Owner includes all the Unit Owners in the Condominium and is divided as follows:

(a) “Residential Unit Owner” - The owner of a Residential Unit.

(b) “Commercial Unit Owner” or “Non-Residential Unit Owner” – The owner of the Commercial Unit or Non-Residential Unit.

(c) “Parking Space Unit Owner” – The Owner of a Parking Space Unit.

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

FOURTH: COMMUNITY.

The Declarant is constructing on the parcel of land described above, a Condominium Community known as 37-34 33rd Street Condominium according to the plans, prepared by Raymond Chan R.A., Raymond Chan Architect, P.C., 136-68 Roosevelt Ave #6C, Flushing, NY 11354, filed simultaneously with the recording of this Declaration in the Office of the Register of the City of New York, Queens County, which Plans set forth a description of the building stating the number of stories and number of Units.

The Condominium will consist of sixty-four (64) Residential Units, two (2) Commercial Units and thirty-two (32) Parking Space Units to be located in one (1) Building containing seven stories (7) stories with a cellar. The structural system is reinforced concrete, supported by pour-in-place concrete footing and foundation walls below ground level. The floor slab is a concrete on metal deck system. Each of the Units has access to each other Unit or to any other portion of the Condominium or to a street upon which the Condominium abuts by means of a walk or hallway. For the purposes of describing the location of the Building, approximate area, type and number of rooms of each Unit and the Common Elements to which each Unit has immediate access, each Unit is described as shown on Schedule B annexed hereto. Each Unit will be sold to one or more Unit Owners, each Unit Owner obtaining fee ownership, together with an undivided interest in the Common Elements of the Condominium, as listed hereinafter in this Declaration and referred to as the “Common Elements,” all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Unit Owner and the Unit Owner at the time of renovation of the Unit.

The approximate dimensions of each Residential Unit consists of the area measured horizontally from the exterior side of the exterior walls or property line of any party wall to the centerline of the partitions separating one unit from another unit, or separating one unit from any common element or to the unit side of the opposite exterior walls. Each unit shall consist of the area measured vertically from the finished

floor of the units to the underside of the highest ceiling of the units. Any Common Element located within a Unit will not be considered a part of such Unit.

The aforesaid Condominium has a plot area of approximately 15,899.11 square feet.

FIFTH: <u>COMMON ELEMENTS</u>.

The Common Elements will consist of the entire property, including all parts of the Building and improvements thereon, other than the Units, and will consist of General Common Elements to be shared by all Unit Owners and Limited Common Elements (irrevocably restricted in use to specified Unit Owners).

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

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

2. The roofs of the Building, excluding and Limited Common Elements;

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

4. All stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which service the entire Condominium.

5. All improved and unimproved areas of the Condominium located outside the boundaries of the Units;

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

7. All sewer pipes and drainage pipes and facilities that service the entire Condominium;

8. All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable, that service the entire Condominium;

9. Any heating, cooling or other mechanical system located in the Common Elements servicing the entire Condominium;

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

B. Restricted/Limited Common Elements – Certain portions of the Common Elements are irrevocably restricted in use to specified Units or Unit Owners, subject to the right of the Boards of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Unit or the Common Elements and subject to the Rules and Regulations of the Board. Said irrevocably restricted Common Elements are also referred to as a Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Unit Owner. The following are descriptions of the irrevocable restricted Limited Common Elements:

1. Residential Restricted Common Elements – Residential Restricted Common Elements are those shared by all Residential Unit Owners and include all portions of the Residential Area of the Condominium except for the individual Units and the Residential Unit Restricted Common Elements (irrevocably restricted in use to a specified Unit(s) or Unit Owner(s) and include without limitation the following:

(a) Any portion of the roofs that service only the Residential Area of the Condominium;

(b) All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Residential Unit and any interior load bearing walls that are not part of a Residential Unit and that service only the Residential Area of the Condominium;

(c) All parts of the exterior walls and facades that are for the exclusive use of the Residential Area of the Condominium;

(d) All stairs, stairways, common hallways which are not located wholly within a Residential Unit and entrances and exits to and from the Condominium other than entrances to the individual Residential Units which service solely the Residential Area of the Building;

(e) All improved and unimproved areas of the Condominium located outside the boundaries of the Residential Units that service the Residential Area of the Condominium;

(f) All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, gas, hot and cold water and heat (including all pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that service only the Residential Area of the Condominium;

(g) All sewer pipes and drainage pipes and facilities that service only the Residential Area of the Condominium;

(h) All mechanical equipment, mechanical and equipment rooms, refuse rooms, utility meters, utility rooms, meter rooms, storage areas, if applicable, that service only the Residential Area of the Condominium;

(i) Any heating, cooling or other mechanical system located in the Common Elements servicing only the Residential Area of the Condominium;

(j) Any intercom system and/or security cameras that service the Residential Units exclusively;

(k) The two (2) elevators serving floors cellar thru 7th;

(l) The bicycle storage area located on the cellar level;

(m) The rear yard, amenity lounge and fitness room yard located on the1st floor;

(n) The roof terrace located on the 2nd floor;

(o) The parking area, excluding the Parking Space Units;

(p) All other parts of the Residential Area of the Condominium and all apparatus and installations existing in the Residential Area of the Condominium or Property for common use or necessary or convenient to the existence, maintenance or safety of the Residential Area of the Condominium.

The Residential Restricted Common Elements servicing the Residential Units shall be maintained, repaired and replaced by the Residential Unit Owners. The cost of any such maintenance, repair and/or replacement shall be allocated to all Residential Unit Owners based upon their Residential Percentage of Common Interest, as set forth in Schedule B-1 to the Declaration. Although the cost of repairs and replacements to Residential Restricted Common Elements shall be borne by the Residential Unit Owners, the Board shall be charged with performing all maintenance, repairs and replacements. Notwithstanding the foregoing, the cost for maintenance, repair and/or replacement of Residential Restricted Common Elements that are part of the structural

components serving the entire Condominium will be borne by all Unit Owners according to their percentage of Common Interest in the Condominium.

2. Limited Common Elements – Residential Unit Limited Common Elements are irrevocably restricted in use to a specific Unit or specific Units. The following are descriptions of irrevocable Limited Common Elements:

(a) Any balcony or terrace appurtenant to a Residential Unit;

(b) Any heating, cooling or other mechanical system servicing an individual Residential Unit that is located in or on the Common Elements; and

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

All general maintenance, repairs and replacements of the balconies and terraces that are Limited Common Elements, including cleaning, snow removal and all repairs not structural in nature (including the repair of leaks and the repair or replacement of the surface of the balconies or terraces), shall be the responsibility of the Unit Owner whose balcony or terrace is a Limited Common Element of their Unit. Although the cost of repairs and replacements to Limited Common Element shall be borne by the Individual Unit Owner, the Board shall be charged with performing all repairs and replacements at the Unit Owners sole cost and expense.

C. Provisions Applicable to the Non-Residential Units - Certain Common Elements, as detailed below in items (a) through (b), which service the Commercial Unit, shall be maintained, repaired and replaced by the Condominium Board and the cost of any such maintenance, repair and/or replacement, shall be allocated to the Commercial Unit Owner.

(a) The exterior entryways and doors that are used to access the Commercial Unit; and

(b) The glass storefront window systems appurtenant to the Commercial Unit.

D. Provisions Applicable to All Common Elements -

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

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

3. The percentage of the undivided interest in the Common Elements established herein shall not be changed except with the consent of all of

the Unit Owners affected expressed in a duly recorded amendment to this Declaration.

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

The balconies and terraces are not permitted to be used for storage of any items and are not permitted to be enclosed.

SIXTH: CHANGES TO COMMERCIAL UNITS.

Except to the extent prohibited by law, the Declarant, its successor, assignee or designee and the Commercial Unit Owner(s) 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 the Commercial Unit(s); (b) change the layout of, or number of rooms in the Commercial Unit from time to time; (c) change the size and/or number by subdividing the Commercial Unit into two or more separate Commercial Units, combining separate Commercial Units (including those resulting from such subdivision or otherwise) into one or more Commercial Unit(s), altering the boundary walls between any Commercial Unit, or otherwise; (d) if appropriate, reapportion among the Commercial Unit(s) 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 Commercial Units shall not be changed by reason thereof unless the owners of such Commercial Units shall consent thereto and, provided further, that the Declarant, its successor, assignee or designee and the Commercial Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Commercial Unit Owner(s) harmless from any liability arising therefrom.

Nothing contained in this Declaration shall prohibit the division or consolidation of any Commercial Unit(s) and common interest appurtenant thereto, including but not limited to a change in the number of rooms. In no case, however, may such division or consolidation result in a different percentage of common interest for the total of the new Commercial Unit(s) than existed for the total of the original Commercial Unit(s) before division or consolidation. An amendment to this Declaration authorized by this paragraph of Article Sixth may be filed by the Declarant or new Commercial Unit Owner(s) without any consent of the Board of Managers or any other Commercial Unit Owner provided the percentage of common interest of all other existing Commercial Units is not affected thereby.

SEVENTH: EASEMENTS.

All pipes, wires, conduits and public utility lines located solely within a Unit shall be owned by such Unit Owner. Any portion of such pipes, wires, conduits and public utility lines located in the Common Elements and servicing two (2) or more Units will be owned in common by the Unit Owners. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, wires, conduits and public utility lines servicing such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a Common Expense as detailed in this Declaration. In the event any portion of such pipes, wires, conduits and public utility lines is located in any of the Limited Common Elements, the cost of any repairs to such pipes, wires, conduits and public utility lines shall be the sole responsibility of the respective Unit Owner(s) for whom the Limited Common Element is limited in use. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The owner(s) of the Units shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the Common Elements of the Building, and in, through under and over any Unit for the purpose of any work required to repair, replace or maintain said facilities that are a Limited Common Element of an individual Unit or Units; (ii) through the Common Elements of the Building for access to the roof for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located on the roof that services an individual Unit or a Limited Common Element of an individual Unit or Units, provided, however, that except in the case of an emergency, the right of access may be exercised only after prior notice to the Board of Managers; and (iii) for access to any equipment that services an individual Unit and which is located in the General or Limited Common Elements of the Condominium.

The Owner and tenants of the Non-Residential Unit(s) shall have the right, at their sole expense, to (i) install separate heating systems for the Non-Residential Unit(s) and an easement is granted in, over, under and through the cellar and/or roof of the Building for the installation, maintenance, repair and replacement of the heating systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised, (ii) for access to any equipment that services a Non-Residential Unit(s) and which is located in the residential portion of the Building or the Individual or General Residential Units' Limited Common Elements, and (iii) to erect, maintain and replace one (1) or more signs on the Building permitted by law for the purpose of advertising the operation of any business conducted therein. Any

such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building.

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

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

The Declarant, its successors, assigns, and purchasers of undeveloped or unsold Units, reserve 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, reserve 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 of undeveloped or unsold Units, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Elements. The Declarant, its successors and assigns, and purchasers of undeveloped or unsold Units, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Property to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Declarant’s rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their interest in 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 Units, signs located on the Common Elements, in its efforts to market or lease Units constructed in the

Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Declarant.

Each Unit Owner hereby grants a right of access to and through their Unit to Declarant or its designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Declarant with respect to the Common Elements and/or the Units.

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

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

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

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

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

All emergency vehicles and personnel, including, but not limited to, police, fire and medical shall be granted an easement of ingress and egress over, upon and through any access areas in the Condominium. This Paragraph may not be amended by the Unit Owners in the Condominium.

EIGHTH: SERVICE OF PROCESS.

Service of process on the Unit Owners in any action with relation to the Common Elements shall be made upon the Secretary of State as the agent of the Board of Managers of the Condominium. The post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon him as agent for service of this Condominium during the period the Declarant controls the Board of Managers is: c/o 33rd Street Ventures, LLC, 60 Cutter Mill Road, Ste. 405, Great Neck, New York 11021. Once the Declarant no longer controls the Board of Managers, the Board of Managers must notify the Secretary of State that the post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon him as agent of this Condominium is: Board of Managers, 37-34 33rd Street Condominium, 37-34 33rd Street, Queens, New York 11101 or such other address as the Board of Managers of the Condominium selects.

NINTH: COMMON INTEREST.

Each Unit Owner shall have such percentage of interest in the Common Elements as is set forth in Schedule B attached hereto and shall bear such percentage of the Common Expenses of the Condominium except as otherwise described herein in reference to the Limited Common Elements. Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote for each .01% (rounded off to the nearest .01%) of Common Interest attributable to its Unit or Units for all voting purposes at any meeting of the Unit Owners. The percentage of interest of each Unit in the Common Elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit. Said method of determining the percentage of common interest in a condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

TENTH: ADMINISTRATION.

The administration of the Condominium and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Exhibit "B".

ELEVENTH: AMENDMENTS AND WITHDRAWAL.

A. The dedication of the property to Condominium ownership herein shall not be revoked or the property withdrawn from Condominium ownership unless eighty (80%) percent of the Unit Owners in number and in Common Interest and the first mortgagees, if any, of each of these same Units agree to such revocation or removal of the property from the Plan by duly recorded instruments.

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

1. No amendment shall change any condominium parcel, nor a Unit Owner's proportionate share of the Common Charges, nor the voting rights appurtenant to any Unit, unless all of record owner(s) in number and Common Interest thereof and the first mortgagees, if any, of each of these same Units agree to such revocation by recorded instrument.

2. No amendment shall be passed which shall: (i) be of a material adverse nature to mortgagees, or (ii) impair of prejudice the validity, interest, rights and priorities of mortgagees; unless 51% of mortgagees vote in favor thereto.

3. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of, to or from this Declaration, the By-Laws or any rules and regulations shall be effective in any way against the Cabana licensee(s) unless the affected licensee has given its prior written consent thereto.

4. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of, to or from this Declaration, the By-Laws or any rules and regulations shall be effective in any way against Declarant or its designee or any Unsold Unit, as long as the Declarant owns an Unsold Unit in the Condominium unless the Declarant has given its prior written consent thereto. This provision is not subject to amendment.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

In the event a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after proper notice of the same was delivered by certified or registered mail, with a return receipt requested, said mortgagees consent to such amendment will be implied.

C. The Declarant, its successors, assigns and purchasers of undeveloped or unsold Units shall have the right without vote or consent of the Unit Owners, the Board of Managers or the holders of Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Office of the Register of the City of New York, Queens County and elsewhere, if required by law, an amendment or amendments to this Declaration (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an

amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built, or (ii) utility easements, or (iii) technical corrections to the Declaration to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of this Declaration to conform the Model type, square footage and type and number of rooms and any other required information for a specified Unit, so long as the appurtenant percentage of common interest does not change for said Unit, or (v) to amend Schedule B of this Declaration to consolidate Units subject to all necessary approvals by the City of New York, to revise the square footage and type and number of rooms and any other required information for a specified Unit and to change the appurtenant percentage of common interest so long as the new percentage of common interest equals the combined percentage of common interest of the Units that were combined, or (vi) to effectuate permissible changes in unsold Units or (vii) to amend Schedule B to make technical corrections to said Schedule including, but not limited to, square footage of Units, assign or revised Limited Common Elements appurtenant to a Unit or to revise the number and description of rooms contained in a Unit or (viii) the carrying out of other provisions of the Offering Plan of New Condominium.

D. Any amendment to this Declaration shall not take effect until it is recorded in the Office of the Register of the City of New York, Queens County.

E. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of, to or from this Declaration, the By-Laws or any rules and regulations shall be effective in any way against Declarant or its designee, as long as the Declarant owns an Unsold Unit in the Condominium unless the Declarant has given its prior written consent thereto. This provision is not subject to amendment.

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

TWELFTH: SUBJECT TO DECLARATION, BY-LAWS, ETC.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

THIRTEENTH: COMMON CHARGES.

All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Unit Owner shall constitute a lien on the Unit which lien is prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivisions of any governmental authority, including but not limited to State and City taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, where the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, its 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 acquisition. In such event, the unpaid balance of Common Charges will be charged to all other Unit Owners as a Common Expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Declarant to a purchaser of a Unit or in which the Declarant participates with one of the above.

In addition to the Board's right to bring an action to foreclose a lien on a Unit Owner's Unit, the Board (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event, the Condominium shall be entitled to recover all cost of suit including reasonable attorneys' fees

Every Unit Owner shall pay the Common Charges assessed against the Unit Owner when due and no Unit Owner may exempt him or herself from liability for the payment of the Common Charges assessed against the Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their 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.

FOURTEENTH: UNITS ACQUIRED BY THE BOARD.

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

FIFTEENTH: POWER OF ATTORNEY.

In order to carry out the provisions of Article Fourteenth of the Declaration and Article XI of the By-Laws, each Unit Owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest to the Board of Managers and their successors to acquire title or lease any such Unit acquired by the Board of Managers under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper. Each Unit Owner shall upon becoming a Unit Owner further grant an irrevocable power of attorney, coupled with an interest to the Board of Managers to nominate, designate, constitute and appoint the members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Unit Owner's Condominium Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. This latter provision shall not apply to the Non-Residential Unit Owners or to Unsold Units.

SIXTEENTH: ENCROACHMENTS.

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as 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.

SEVENTEENTH: UNIT OWNERSHIP AND USE.

Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as the Unit Owner ceases to own the Unit for any reason.

A. Residential Units shall be restricted to Residential Occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

B. The Commercial Units may be used for any lawful purposes permitted under the local zoning code, including, without limitation, for Commercial uses. Pursuant to the New York City zoning code, the lawful uses permitted in the Commercial Units include retail, ambulatory and other health care uses, child care/day care uses and educational uses and any other use that may be permitted by the City of New York. Notwithstanding the foregoing, the Commercial Units shall not be used for any illegal uses or for the following uses: pornography stores, drug treatment facilities or homeless shelters. The Board of Managers will not have any right to restrict or limit the method of operation, use or appearance of the Commercial Units unless it affects the General Common Elements, General Residential Units' Limited Common Elements or the structural integrity of the Building and/or is a violation of any municipal or state code or statute. No rules affecting the operation of the Commercial Units may be adopted or modified by the Board of Managers without the consent of the Commercial Unit Owners.

C. The Parking Space Units shall be used for the parking of motor vehicles only.

EIGHTEENTH: CONVEYANCE OF A UNIT.

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the Grantor and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid Common Charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

NINETEENTH: COVENANT OF FURTHER ASSURANCES.

Any party subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, or the occupant of a portion of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

If any Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request thereof, to take any action which the Unit Owner or such other party is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, or other party and such document or action shall be binding on such Unit Owner or other party.

If any Unit Owner or the Board of Managers or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within ten (10) days after request therefor, to take any action that the Board of Managers, any Unit Owner, or other party is required to take pursuant to this Declaration at the request of Declarant or Declarant's designee, then Declarant or Declarant's designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other party, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other party, as the case may be.

Each Unit Owner will have the affirmative duty to maintain its respective Unit in such a manner so as to reasonably prevent and avoid inflicting harm to other Units, the Limited Common Elements, however described, the General Common Elements or the Building. In the event any Unit Owner causes or permits any condition, or fails to take any action to prevent a condition, that has a deleterious effect on another Unit, any Limited Common Element, the General Common Elements or the Building, the Condominium Board will give written notice to such Unit Owner including a request that the Unit Owner take specific steps to ameliorate such a condition ("Remedy Notice"). If the Unit Owner fails to remedy the condition within seven (7) days of the receipt of the Remedy Notice, or, if the condition is such that it cannot be remedied within seven (7) days, fails to commence appropriate remedies, the Condominium Board may, upon ten (10) business days additional notice to the Unit Owner, enter into the Unit and effect a reasonable remedy, at the Unit Owner's sole cost and expense.

The Board of Managers will not promulgate and/or enforce any rules or regulations, or otherwise act, in a discriminatory manner.

TWENTIETH: COVENANTS AND RESTRICTIONS.

The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(a) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance.

(b) No alteration, addition, decoration or change to any part of the Common Elements may be made and no structure or other improvement may be built or placed on any portion of the Common Elements or Limited Common Elements or any portion of the Condominium which affects two (2) or more Units, without the written consent of the Board of Managers. The provisions of this paragraph shall not apply to Declarant.

(c) No Residential Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Residential Unit, or any Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. In addition, no structural addition, alteration or improvement to any terrace, which is a Limited Common Element shall be permitted unless required as part of the general maintenance repair or replacement of said terrace. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit or any Limited Common Element for its exclusive use within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Residential Unit Owner shall make any structural addition, alteration or improvement in or to any Residential Unit or any Limited Common Element for its exclusive use without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners of the Condominium from and against

any liability, cost or expense arising out of or connected to such work, (4) obtaining all approvals, as necessary, from the City of New York, Queens County or any other governmental agency or municipality and (5) submitting a five hundred ($500) dollar renovation deposit payable to the Board of Managers of 37-34 33rd Street Condominium. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements. Any Unit Owner failing to comply with the above requirements will be assessed a fine in the amount of two hundred fifty ($250) dollars payable as additional Common Charges.

Any application to any department of the City of New York or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Residential Unit or Limited Common Element for its exclusive use shall be completed by the Residential Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Residential Units owned by the Sponsor or its designee until such Residential Units shall have been initially conveyed by the Sponsor or such designee.

(d) The Non-Residential Unit Owners shall be permitted to make a structural addition, alteration or improvement (of either a temporary or permanent nature) in or to the Commercial Unit, or any Limited Common Element for their exclusive use, without the prior written approval of the Board of Managers. However, the Commercial Unit Owner must notify the Board of Managers at least forty-five (45) days prior to any such structural addition, alteration or improvement and the Commercial Unit Owner shall not make any structural addition, alteration or improvement in or to any Commercial Unit or any Limited Common Element for its exclusive use without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement

indemnifying and holding harmless the Board, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work, (4) obtaining all approvals, as necessary, from the City of New York, Queens County or any other governmental agency or municipality and (5) submitting a five hundred ($500) dollar renovation deposit payable to the Board of Managers of 37-34 33rd Street Condominium. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Commercial Unit Owner shall pay the charges of such architect or engineer. The Commercial Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements. Any Unit Owner failing to comply with the above requirements will be assessed a fine in the amount of two hundred fifty ($250) dollars payable as additional Common Charges.

Any application to any department of the City of New York or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Commercial Unit or Limited Common Element for its exclusive use shall be completed by the Commercial Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

(f) Any Unit Owner who mortgages their Unit shall notify the Board of Managers providing the name and address of his or her mortgagee.

(g) The Board of Managers shall, at the request of the mortgagee of the Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.

(h) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(i) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and

regulations of all governmental bodies having jurisdiction thereof shall be observed.

(j) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

TWENTY-FIRST: FIRST LIEN HOLDERS' RIGHTS

(a) Notices of Action. A holder, insurer or guarantor of a first mortgage shall be entitled to timely written notice of:

(1) Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

(2) Any proposed termination of the Condominium regime;

(3) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(4) Any delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, which such delinquency has continued for a period of sixty (60) days; and

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

(6) Any proposed action that requires the consent of a specified percentage of mortgagees.

(b) Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

(1) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original

plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained;

(2) Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the eligible holders of first mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to mortgages held by such eligible holders are allocated; and

(3) Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Units to which at least eighty (80%) percent of the votes of Units subject to mortgages held by such eligible holders are allocated.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in a Condominium which has requested notice in accordance with the provisions of (a) above.

In the event a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after proper notice of the same was delivered by certified or registered mail, with a return receipt requested, said mortgagees consent to such amendment will be implied.

TWENTY-SECOND: <u>SPECIAL RIGHTS OF DECLARANT</u>.

Notwithstanding anything to the contrary contained herein Declarant, its successors, assigns or designees shall have the right, without requiring the consent of either the Condominium or Board of Managers, and without charge or limitation, to:

(a) have its employees, contractors, subcontractors and sales agents present on the properties described in Exhibit “A” and any Building erected thereon;

(b) erect and maintain signs and other promotional materials (including, without limitation, “For Sale”, and “For Rent” signs), in connection with the promotion, sale, leasing, management, or operation of the Units;

(c) use any one or more Units as;

(i) model Units,
(ii) offices for the promotion, sale, rental, management and/or operation of any unsold Units or license spaces,
(iii) offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Common Elements and/or the Units; or any unsold Units; and/or
(iv) for any other purpose;

(d) do and cause to be done all of the things that are necessary, desirable or appropriate (including, without limitation, the use of the Common Elements, the Units and any unsold Units) for the purpose of:

(i) the promotion, sale, rental, management and/or operation of any unsold Units or license spaces,
(ii) the performance and completion of installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Common Elements and/or
(iii) the exercise performance and discharge of Declarant's other rights and obligations under this Declaration, the By-Laws or the rules and regulations;

(e) make any other changes required by the City of New York or other Municipal Agency.

In no event, however, shall Declarant or such designee be entitled to use any portion of the Common Elements in such a manner as will unreasonably interfere with the use of the same or of any Unit for its permitted purposes.

The provisions of this Article Twenty-Second may not be amended without the written consent of the Declarant, or its successors or assigns.

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TWENTY-THIRD: INVALIDITY.

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no wise affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

33RD STREET VENTURES, LLC

Dated:

By: _____
Zhidong Wu, Member

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of in the year 2023, before me, the undersigned, personally appeared Zhidong Wu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Exhibit “A”

(**LEGAL DESCRIPTION TO FOLLOW DIRECTLY HEREAFTER)**

SCHEDULE B

(**To be completed prior to recording of Declaration)**

SCHEDULE B-1

(TO FOLLOW DIRECTLY HEREAFTER)

SCHEDULE B-1 TO DECLARATION OF CONDOMINIUM

37-34 33rd Street Condominium
37-34 33rd Street
Astoria, Queens County, New York 11101

Unit	Residential Percentage of Common Interest
2A	1.9323%
2B	1.2370%
2C	1.8501%
2D	1.8327%
2E	1.6545%
2F	2.1480%
2G	1.4392%
2H	1.0240%
2I	1.2131%
2J	1.3588%
2K	2.0567%
3A	1.9480%
3B	1.2523%
3C	1.8697%
3D	1.8479%
3E	1.3762%
3F	1.7914%
3G	1.2979%
3H	1.2849%
3I	1.1479%
3J	1.2479%
3K	1.9632%
4A	1.9480%
4B	1.2523%
4C	1.8697%
4D	1.8479%
4E	1.3762%
4F	1.7914%
4G	1.2979%
4H	1.2849%
4I	1.1479%
4J	1.2479%
4K	1.9632%
5A	1.9480%
5B	1.2523%
5C	1.8697%
5D	1.8479%
5E	1.3762%
5F	1.7914%

5G	1.2979%
5H	1.2849%
5I	1.1479%
5J	1.2479%
5K	1.9632%
6A	1.9480%
6B	1.2523%
6C	1.8697%
6D	1.8479%
6E	1.3762%
6F	1.7914%
6G	1.2979%
6H	1.2849%
6I	1.1479%
6J	1.2479%
6K	1.9632%
7A	2.3806%
7B	1.7414%
7C	1.3740%
7D	1.7740%
7E	1.2849%
7F	1.2718%
7G	1.1327%
7H	1.2349%
7I	1.9501%

Unit	**Non-Residential Percentage of Common Interest**
PS01	51.5000%
PS02	48.5000%

DECLARATION OF CONDOMINIUM AND BY-LAWS

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF
PREMISES LOCATED AT 37-34 33RD STREET
ASTORIA, QUEENS COUNTY,
CITY AND STATE OF NEW YORK
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW
OF THE STATE OF NEW YORK

Condo #

NAME: 37-34 33RD STREET CONDOMINIUM

DECLARANT: 33rd Street Ventures, LLC
60 Cutter Mill Road, Ste. 405
Great Neck, New York 11021

DATE OF DECLARATION:

BLOCK: 374
FKA LOT: 33
NKA LOTS:

Record and Return to:

Moritt Hock & Hamroff LLP
Attorneys for the Sponsor
1407 Broadway, 39th Floor
New York, New York 10018
Anthony J. Ficara, Esq.

BY-LAWS

OF

37-34 33RD STREET CONDOMINIUM

MORITT HOCK & HAMROFF LLP
Attorneys for the Sponsor
1407 Broadway, 39th Floor
New York, New York 10018

EXHIBIT B
to the Declaration of Condominium

SCHEDULE J

BY-LAWS

OF

37-34 33RD STREET CONDOMINIUM

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BY-LAWS

OF

37-34 33RD STREET CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Unit Ownership. The property located at 37-34 33rd Street, Astoria, Queens County, City and State of New York as specifically set forth in the Declaration and more commonly known as 37-34 33rd Street Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and the Building and improvements thereon including the Condominium Units (hereinafter referred to as "Units"), and the Common Elements and the use and occupancy thereof, the term "Building" as hereinafter used shall be as defined in the Declaration of Condominium.

Section 3. Personal Application. All present or future Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of use or occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

Section 4. Definitions. The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise indicated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium. The Condominium shall be limited to Unit Owners.

Section 2. Voting. Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote at all Unit Owners' meetings for each Unit or Units owned by such Unit Owner, but in the event the Board of Managers acquires a Unit on behalf of the Condominium it shall not cast any of its votes appurtenant to said Unit for the election of any Member to the Board.

Section 3. Quorum. So many Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Unit Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Unit Owners as shall represent at least thirty-three and one-third (33⅓%) percent of the total authorized votes of all Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Unit Owners as shall represent at least twenty-five (25%) percent of the total authorized votes of all Unit Owners shall constitute a quorum. Any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote. At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings. Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. Annual Meetings Control of Board of Managers by Sponsor. The initial Board of Managers will call for the first annual meeting of the Unit Owners to elect a new Board of Managers within one (1) year of the closing of the first Unit. At such meeting, Members of the Board of Managers shall be elected by the Unit Owners, other than the Members of the Board the Sponsor shall have the right to designate, and the former Members of the Board shall thereupon resign. Thereafter annual meetings shall be held on the anniversary of such date each succeeding year or such other convenient date as the Board of Managers may so designate. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them. The Sponsor will have voting control and may designate a majority of the Board of for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier. Thereafter, the Sponsor shall retain the right to designate one (1) Member of the Board of Managers until such time as Sponsor no longer owns a Unit. At such time as Sponsor no longer owns a Unit in the Condominium, Sponsor may not hold a seat on the Board of Managers.

Section 10. Special Meetings. It shall be the duty of the President to call a special meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Unit Owners. The secretary shall cause a notice of such special meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 11 of this Article to each Unit Owner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the special meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 10 unless a later date is agreed to in writing by the Unit Owners of the Condominium or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all Unit Owners of the Condominium are present in person or by proxy. Any or all of the Board of Managers of the Condominium, other than those designated by the Declarant may be removed without cause by vote of the Members at a special meeting called pursuant to this section if the meeting is called for such purpose.

Section 11. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 12. Order of Business. The order of business at all meetings shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election and only if requested by a Unit Owner present at the meeting)
(g) Election of managers (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term. The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of three (3) Members designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Unit Owners. Until succeeded by the Members elected at the first annual meeting of Unit Owners, Members need not be Unit Owners; thereafter, all Members, other than designees or nominees of the Sponsor, shall be Unit Owners. The Members shall be elected or designated at the annual meeting of the Unit Owners.

At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II of the By-Laws, a total of five (5) Members shall be elected or designated. One (1) member shall be elected/appointed by the Commercial Unit Owners and four (4) members shall be elected by the Residential Unit Owners. The term of office of two (1) of the Non-Residential Unit Members shall be fixed for three (3) years, the term of office of two (2) of the Residential Members shall be fixed at three (3) years, the term of office of one (1) of the Residential Unit Members shall be fixed for two (2) years and the term of office of one (1) of the Residential Members shall be fixed at one (1) year until such time as Sponsor no longer owns a Residential Unit. During the Sponsor Control Period, Sponsor will have voting control of the Board of Managers. Until the Commercial Units are sold, Sponsor will retain the right to designate one (1) Non-Residential Member to the Board as the Commercial Unit Owner, which is in addition to Sponsor's right to designate a Residential Member based on Sponsor's ownership of Residential Units. Notwithstanding the foregoing, Sponsor shall not be entitled to designate a majority of the Board after the expiration of the Sponsor Control Period. Notwithstanding that the Board is comprised of Sponsor's designees, all Board members have a fiduciary obligation to manage in the best interests of the Unit Owners, even if doing so conflicts with Sponsor's interests. In the event, however, that a Sponsor controlled Board does not enforce Sponsor's obligations under the Plan, Unit Owners may have to seek other means to enforce such obligations. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers at any time.

Notwithstanding the foregoing, the Sponsor will have voting control and may designate a majority of the Board of Managers for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier.

Sponsor may exercise veto power over expenses other than those required to comply with applicable laws or regulations; to remedy any notice of violation; or to remedy any work order by an insurer for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five (25) percent of the Common Interest, whichever is sooner.

This Section may not be amended without the written consent of Sponsor.

Section 2. Vacancy and Replacement. If the office of any Member or Members becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining Members, though less than a quorum, at a special meeting of Members duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. The Board of Managers shall also have the right to call for a special meeting in accordance with Article II, Section 10 to elect the Member's successor to fill the unexpired portion of the term of office. In the event of the failure to hold any election of the Board of Managers at the time designated for the annual election of the Board of Managers or in the event that the Board of Managers shall not have filled any such vacancy, a special meeting of the Unit Owners to elect a new Board of Managers or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of special meetings of the Unit Owners. If the vacancy occurs with respect to any Member of the first Board of Managers (see Section 4 of this Article III) or any other Member who has been designated by the Sponsor and the Sponsor still retains ownership of at least one (1) Unit, the Sponsor shall have the sole right to choose such Member's successor to fill the unexpired portion of the term.

Section 3. Removal. Members may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Member, other than a Member of the first Board of Managers or a designee of the Sponsor or the Commercial Unit Owner, shall continue to serve on the Board if, during their term of office, they shall cease to be a Unit Owner. In the event a Sponsor designee is removed for cause and the Sponsor still retains ownership of at least one (1) Unit, the Sponsor shall have the sole right to designate a replacement. In the event a Commercial Unit Owner designee is removed for cause and the Commercial Unit Owner shall have the sole right to designate a replacement.

Section 4. Resignation. Any Member may resign at any time by written notice delivered in person or sent by certified registered mail to the President or Secretary of the Condominium. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. First Board of Managers. The first Board of Managers of the Condominium will consist of Zhidong Wu and George Xu, who are both Principals of the Sponsor and Susan Wu, who is an employee of Sponsor; each of whom shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. The Sponsor has the right to substitute or change any or all of said representatives of the first Board of Managers. Any or all of said Members shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 6. Powers.

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

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of annual Common Charges, if required, to meet any additional necessary expenses, but said increases can only be assessed among all the Unit Owners pro-rata according to their respective percentage of Common Interest;

2. To collect, use, and expend the Common Charges collected to maintain, care for and preserve the Units, the Building, and other Common Elements;

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

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

5. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in connection with the maintenance, care and preservation of the property. No notice is required to gain access for repairs. Any repairs required as the result of negligence of the Unit Owner will be at the expense of the Unit Owner;

6. To insure and keep insured the General Common Elements, Limited Common Elements and the Units. A Unit Owner may secure supplemental coverage for the Unit and its contents and the liability coverage for the Unit;

7. To collect delinquent Common Charges and special Common Charge assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the house rules or rules and regulations herein referred to;

8. To make reasonable rules and regulations applicable to the Common Elements of Units and Unit Owners and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Unit Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit;

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

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

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

12. To make additions, alternations, or improvements to the General Common Elements of the Condominium and those portions of the Condominium which are included in the description of an individual Unit but which service two (2) or more Units in the Condominium;

13. To borrow money on behalf of the Condominium when required in connection with the operation, care upkeep and maintenance of the General Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit;

14. Pursuant to Section 339-y(4) of the New York Real Property Law, the Board of Managers may (but is not obligated to) act as an agent for one or more Unit Owners who have given their written authorization to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Units. In such event, the Board could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro rata share of

expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Unit;

15. To make payment for the real estate taxes assessed to the Building until the Units are separately assessed for taxes and to collect a reasonable adjustment for same from the individual Unit Owners;

16. To grant utility or other easements over or to the Common Elements as may, at any time, be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one (1) or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted); and

17. To impose reasonable fines upon Unit Owners for violating the rules and regulations of the Community, as contained in these By-Laws or as promulgated by the By-Laws.

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

(c) Notwithstanding anything to the contrary contained in these By-Laws, for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier, the Board of Managers may not, without the Sponsor's prior written consent, (i) make any additions, alterations or improvements to the Common Elements or to any Residential Unit costing cumulatively more than $25,000, the foregoing not to include necessary repairs and maintenance work; or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; or (iii) hire any employee in addition to the employees referred to in the Plan; or (iv) enter into any contracts not in existence on the date of the first closing of title to a Residential Unit; or (v) borrow money on behalf of the Condominium; or (vi) reduce the services or maintenance set forth in Schedule B; (vii) charge any special assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the condominium; or (viii)

increase the Common Charges of the Condominium more than ten (10%) from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize condominium funds or assess the Sponsor for the purpose of commencing a lawsuit against the Sponsor or any of its principals.

(d) Notwithstanding Article III, Section 6(c) of these By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or
(iii) to remedy any matter regarding the health and safety of the occupants of the Building; or
(iv) to remedy any work order by an insurer.

(e) Sponsor may exercise veto power over expenses, other than those described in Article III, Sections 6(c) and (d) of the By-Laws, for a period ending not more than five (5) years after the closing of the first Unit or whenever the unsold Units constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

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

Section 7. Repairs and Maintenance. All maintenance, repairs and replacements to the Common Elements including but not limited to exterior walls of the Building, windows, roof and roof members, as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one (1) Unit or so much of any pipes (including sewer and water pipes), wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Charge payable by all Unit Owners. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the Common Elements.

All maintenance (including electrical and plumbing repairs in the Units and painting and decorating of the inside of the Units), repairs and replacements to the Units including windows (including all glass breakage), doors, windows and doors which open from a Unit (except painting and maintenance of the exterior surface which is performed by the Board of Managers on behalf of the Condominium), and repairs to any heating (boiler)/air conditioning/hot water system servicing a Unit, pipes, wires and conduits located within or without the same Unit other than as set forth above shall be made by the respective Unit Owners at their own expense.

All general maintenance, repairs and replacements to a Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, including the repair of leaks and the repair or replacement of the surfaces of shall be the responsibility of the Unit Owner of the Limited Common Element of their Unit. No Unit Owner shall make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to any Limited Common Element, without the prior written approval of the Board of Managers. Any repair or replacement to any Limited Common Element by a Unit Owner, if permitted, shall conform to the requirements contained in Article Eighteenth (2) of the Declaration of Condominium. All repairs, maintenance and any replacement of any heating, cooling or other mechanical system servicing an individual Unit that is located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Unit exclusively shall be the responsibility of the Unit Owner. All repairs to the exterior of any door, building, open area or other generally visible portion of the Condominium must be in conformation with the style and colors initially installed by the Sponsor.

All maintenance, repairs and replacements to the Limited Common Elements will be made by the Board of Managers and the cost thereof will be a Common Expense payable by all Unit Owners.

The Board of Managers on behalf of the Condominium shall repair and replace any public utility lines located underground or overhead of any Limited Common Element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Unit Owner to which the Common Element is restricted in use, in which event such Unit Owner shall make such repairs or replacements at their own expense.

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

All replacements, repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of a

Unit, including roofs, or to any generally visible portion of the Common Elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor and shall comply with the requirements of Article Twentieth (c) of the Declaration of Condominium.

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

Section 8. Compensation. Members and officers, as such, shall receive no compensation for their services.

Section 9. Meetings.

(a) The first meeting of each Board newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall take place.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Member either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Members.

(d) At all meetings of the Board, a majority of the Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of

Members, the Members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(f) Members of the Board may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 10. Annual Statement. The Board of Managers shall furnish to all Unit Owners and their mortgagees and shall present annually (at the annual meeting, but in no event later than four (4) months after the close of the fiscal year) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owner and a notice of the holding of the annual Unit Owners meeting.

Section 11. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 12. Management Agent. The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, all of the delegable duties of the Board listed in this Article.

Section 13. Liability of the Board of Managers, Officers and Unit Owners. No Member of the Board of Managers or officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in his or her capacity as a Member of the Board or officer, provided that this provision does not eliminate or limit the liability of a Member of the Board or officer if a judgment or other final adjudication adverse to him or her establishes (a) that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board or officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that he, his testator or intestate, was a Member of the Board or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board or officer if a judgment establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or the advantage to which he or she was not legally entitled.

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 the provision 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 (except as Unit Owners). It is understood and permissible for the original Board of Managers, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the Member of the Board of Managers shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners).

Each Unit Owner's liability pursuant to this Section shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE IV. OFFICERS

Section 1. Elective Officers. The officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one (1) or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may

be necessary. All officers must be Unit Owners, Members of the first Board of Managers or designated Members of the Board of Managers of the Sponsor. Two (2) or more offices may be held by the same person, except that the President may only hold the office of President.

Section 2. Election. The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a President, a Vice-President, a Secretary and a Treasurer. Only the President must be a member of the Board.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President. The President shall be the chief executive officer of the Condominium; the President shall preside at all meetings of the Unit Owners and Members, the President shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York.

Section 6. The Vice-President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board 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. The Secretary shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name

and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Members, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium.

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

Section 9. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition. Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Member or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers, such Member or Unit Owner at such address as appears on the books of the Condominium.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Managers may from time to time designate.

Section 2. Assessments. The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Unit Owner and mortgagee. They shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the Common Elements and other operating expenses as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the respective Common Interest appurtenant to such Units. This proration of assessments shall remain constant regardless of the percentage of the building square footage included in each Unit or the Common Elements restricted to the use of the Unit Owner of said Unit.

Said assessments shall be payable monthly or such other manner as ordered by the Board of Managers and shall be referred to as Common Charges. Special Common Charge assessments, should such be required, shall be levied and paid in the same manner as herein above provided for regular assessments.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all special Common Charge assessments assessed against the Unit Owner's own Unit. In the event any Unit Owner fails to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a "late charge" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) interest at the rate of two (2%) percent per month (but in no event in excess of the maximum rate theretofore collected on such amounts) computed from the due date thereof, and (c) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges in the manner permitted by applicable law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charge assessments by any Unit Owner, the Board, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment.

The Board may take action to collect any Common Charges due from any Unit Owner which remains unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law or otherwise. During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges.

No Unit Owner shall be liable for any Common Charges, which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit by the Unit Owner in accordance with these By-Laws and the Declaration. A purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against

the Unit as well as unpaid Common Charges assessed against the Unit at the time of the purchase. However, where a holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquiree of title, its 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 acquiree. In such event, the unpaid balance of Common Charges will be charged to all other Unit Owners as a Common Expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Declarant to a purchaser of a Unit or in which the Declarant participates with one of the above.

Section 3. Purpose of Common Charges. The Common Charges shall be used to pay for the Common Expenses of the Condominium including but not limited to repair and maintenance of the General Common Elements, including all sewer and drainage pipes for the Building; insurance; common utilities; labor; common water and sewer charges; legal and accounting; services and supplies; management fees; contingencies; reserve fund and any other expenses that are Common Expenses of the Condominium.

Section 4. Foreclosures of Liens for Unpaid Common Charges. The Board shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Unit. In either event the Unit Owner shall be liable for all costs of suit, including reasonable attorneys' fees.

Section 5. Statement of Common Charges. Upon the written request of any Unit Owner or their mortgagee, the Board shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid Common Charges due from such Unit Owner.

Section 6. Liability for Utilities. Any utility, including gas and electricity, consumed and individually metered in a Unit shall be an expense of each individual Unit Owner.

Section 7. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account," into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

Section 8. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

Section 9. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements and Common Expenses of the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the General Common Elements and other expenses for, and allocate and assess such Common Charges and Common Expenses among all the Unit Owners in proportion to their respective Common Interests in the Condominium as reflected in Schedule A of the Declaration of Condominium.

The Common Expenses of the Condominium 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 Article VIII and the fees and disbursements of the Insurance Trustee. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the General Common Elements including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges and expenses are based, to all Unit Owners pursuant to the provisions of Article III, Section 10 of these By-Laws.

The Sponsor or its designee shall be responsible for the Common Charges assessed against each Unit owned by it until such Unit it sold to a bona fide purchaser.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board. The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements, Limited Common Elements and the Units in the Building in the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies, and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units

which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners), contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee as defined below, and that the net proceeds thereof, if $40,000 or less, shall be payable to the Board of Managers, and if more than $40,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership applicable to said Unit.

The fire insurance will commence with the Closing of Title to the first Unit in an amount as required by the mortgagee of such Unit and such amount will be increased upon the Closing of Title to all Units. Until the first meeting of the Board of Managers following the first Unit Owners meeting, such amount shall be at least in the sum as provided for in the estimated first year budget contained in the Offering Plan upon completion of the Building.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Unit at least ten (10) days prior to expiration of then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss. All policies

shall include the standard form of a “Special Condominium Endorsement” or its equivalent. All policies shall include an “Agreed Amount Endorsement” and, if available, an “Inflation Guard Endorsement”.

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

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

The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit or any liability with respect to occurrences within or about a Unit or the Common Elements, if any, exclusive and/or appurtenant thereto. Consequently, all Unit Owners are required to obtain and maintain comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit or the Common Elements, if any, exclusive to his or her Unit, affording protection of at least $1,000,000 per occurrence plus at least $1,000,000 umbrella liability coverage which shall be issued by an insurance company qualified to do business in the State of New York and approved by the Condominium Board, acting reasonably; and the Condominium Board, the Managing Agent and Sponsor shall be named as additional insureds on such insurance policies. Subject to the requirements herein, Unit Owners shall not be prohibited from carrying other insurance for their own benefit, at their own expense and the Condominium Board shall not be prohibited from carrying additional insurance; provided, however, all policies of insurance obtained by any Unit Owner with respect to occurrences within or about a Unit or the Common Elements appurtenant thereto shall contain a waiver of the insurer's rights of subrogation against the Condominium Board. The liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. To the extent any party is insured, or required to be insured for loss or damage to property hereunder, each party will look to its own insurance policies for recovery.

All policies obtained by any Unit Owner shall be primary with respect to the risks insured thereunder and shall contain waivers of subrogation, if available, and shall further provide that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any additional insurance carried by any other Unit Owner and shall, to the extent obtainable, contain a waiver of the insurer's right of subrogation against the Condominium Board. On or prior to the date upon which any given Unit Owner acquires title to its Unit, each such party shall deliver to the Condominium Board certificates evidencing the insurance required to be maintained by such Unit Owner hereunder. Evidence of each renewal or replacement of a policy shall be delivered by Unit Owner to the Condominium Board at least ten (10) days prior to the expiration of such policy.

Section 2. The Insurance Trustee. The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company located in the State of New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or

fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $50,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Building as a result of fire or other casualty (unless seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceed of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to 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.

ARTICLE VIII. RULES AND REGULATIONS

Section 1. General.

In addition to the other provisions of these By-Laws, the following Rules and Regulations together with such additional Rules and Regulations as may hereafter be adopted by the Condominium Board shall govern the use of the Unit and the conduct of all Unit Owners, residents and occupants thereof.

Section 2. Rules and Regulations Applicable to All Unit Owners.

(a) Use.

(i) All Residential Units shall be used for residential purposes only in accordance with municipal regulations.

(ii) The Commercial Units shall be used for retail, ambulatory and other health care uses, child care/day care uses and educational uses and any other use that may be permitted by the City of New York.

(iii) The Parking Space Units may only be used for the purpose of parking automobiles and other permitted vehicles.

(b) Unit Owners, Members of their families, their employees, tenants, guests and their pets, if permitted, shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said Unit Owners, or in such a way as to be injurious to the reputation of the Condominium.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(d) Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct the Unit Owner is legally responsible.

(e) Maintenance.

(i) Every Unit Owner must perform promptly all maintenance and repair work to their own Unit and any Limited Common Element for the Unit Owner’s exclusive use which, if not done, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which the Unit forms a part, the Unit Owner being expressly responsible for the damages and liabilities that the failure to do so may engender.

(ii) All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations shall be at the Unit Owner's expense.

(f) Structural Changes.

(i) No Residential Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent

nature) in or to their Residential Unit, or any Limited Common Element for its exclusive use, without the prior written approval of the Board. In addition, no structural addition, alteration or improvement to any balcony or terrace, which is a Limited Common Element, shall be permitted unless required as part of the general maintenance, repair or replacement of said balcony or terrace. The Board shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of the proposed structural addition, alteration or improvement. No Residential Unit Owner shall make any structural addition, alteration or improvement in or to any Residential Unit or any Limited Common Element without (1) obtaining and maintaining during the course of such work such insurance as the Board may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work; (2) executing and delivering to the Board an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done; (3) executing and delivering to the Board an agreement indemnifying and holding harmless the Board, its Members and Officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work; and (4) obtaining all approvals, as necessary, from the City of New York or any other governmental agency. In the event the Board chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to any department of the City of New York or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Residential Unit or Limited Common Element for its exclusive use shall be completed by the Residential Unit Owner and executed by the Board only, without however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

Notwithstanding the foregoing, all Residential Unit Owners shall comply with any Condominium construction and/or improvement guidelines promulgated by the Board.

These provisions shall not apply to Residential Units owned by the Sponsor or its designee until such Residential Units shall have been initially conveyed by the Sponsor or such designee.

(ii) No alteration, addition or change to any part of the Common Elements may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Elements without the written consent of a majority of all of the Members of the Board.

(iii) No alteration, addition or change to any part of the Residential Units Limited Common Elements may be made and no structure or other improvements (including landscaping) may be built or placed on any portion of the Residential Units Limited Common Elements without the written consent of a majority of the Members of the Board.

(iv) A Non-Residential Unit Owner shall be permitted to make a structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Non-Residential Unit, or any Limited Common Element for their exclusive use, without the prior written approval of the Board. The Non-Residential Unit Owner must obtain all approvals, as necessary, from the City of New York or any other governmental agency. The Non-Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to any department of the City of New York or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Non-Residential Unit or Limited Common Element for its exclusive use shall be completed by the Non-Residential Unit Owner and executed by the Board, without however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

At the request of the Non-Residential Unit Owner, the Board will execute any application or other document required to be filed with

any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair of the Non-Residential Unit or the operation thereof. The Non-Residential Unit Owner shall indemnify and hold the Board and the Unit Owners harmless from any liability resulting therefrom.

The Board will not have any right to restrict or limit the method of operation, use or appearance of any Non-Residential Unit which are permitted by law. No rules affecting the operation of the Non-Residential Unit maybe adopted or modified by the Board without the consent of the Non-Residential Unit Owner.

Notwithstanding the foregoing, all Non-Residential Unit Owners shall comply with any Condominium construction and/or improvement guidelines promulgated by the Board.

(g) It is prohibited to hang garments, rugs, etc., from the windows, or from the Building or to string clothes lines on or over the Common Elements (including any Limited Common Element) or to use any of the Common Elements for storage purposes except if specifically designated for such purposes.

(h) No Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Unit.

(i) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of the Building without the prior written consent of the Board.

(j) Each Unit Owner shall keep their Unit and its appurtenant Limited Common Element in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(k) The entrances, passages, public halls, vestibules, corridors and stairways of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Units.

(l) No article (including, but not limited to, garbage cans, bottles or mats) may be placed in any of the passageways, public halls, vestibules, corridors or stairways of the Condominium, nor may any fire exit be obstructed in any manner.

(m) Neither Unit Owners, residents, occupants, tenants, agents, servants, licensees or their guests are permitted to play in, exercise or use for any unintended purposes, the entrances, passageways, public halls, vestibules, corridors and stairways of the Condominium.

(n) No public hall of the Condominium is permitted to be decorated or furnished by any Unit Owner in any manner.

(o) The following shall be applicable to the elevator(s) in the Building:

(i) The elevators of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Units or halls and floors of the Condominium.

(ii) No article (including, but not limited to, garbage cans, bottles or mats) may be placed in any of the elevators.

(iii) Neither Unit Owners, residents, guests, tenants, clients, employees, licensee nor occupants are permitted to play in, exercise or use the elevators of the Condominium for any unintended purposes.

(iv) No elevator or elevator cab of the Condominium is to be decorated or furnished by any Unit Owner in any manner.

Section 3. House Rules and Regulations for the Residential Units and Residential Units Limited Common Elements.

(a) The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Residential Area of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units. No vehicle belonging to a Residential Unit Owner, to a family member of a Residential Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Residential Unit Owner shall be parked in such a manner as to impede or prevent access to any entrance to, or exit from the Building.

(b) No baby carriages, bicycles, scooters, or similar vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

(c) No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Building, nor shall any fire exit thereof be obstructed in any manner.

(d) Nothing shall be hung or shaken from any doors, windows, balconies or terraces, or placed upon the exterior window sills, of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom. The Common Elements, Residential Units and Individual Unit Limited Common

Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(e) There shall be no playing or lounging in the elevators, entrances, passageways, public halls, vestibules, corridors, or stairways, of the Building, except in any designated recreational areas, if any, or other areas designated as such in the Declaration or by the Board.

(f) The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements and/or Residential Units Limited Common Elements that may be devoted to Residential storage, recreation, or service purposes in the Building.

(g) Nothing shall be done or kept in any Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in their Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law. No Residential Unit Owner or any of the Residential Unit Owner's family members, tenants, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in their Residential Unit or Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit or the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit.

(h) No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Residential Unit or the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a CD player, IPod, phonograph, radio, television set, loudspeaker, or other similar device in such Residential Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and

only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board.

(i) No Residential Unit Owner shall install any plantings in the Common Elements or the Individual Residential Limited Common Elements that are for the exclusive use of an individual Residential Unit without the prior written approval of the Board. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in the Residential Units to prevent any damage to floors and walls. Residential Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

(j) In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws and applicable zoning, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

(k) The balconies and terraces designated as Individual Residential Unit Limited Common Elements are not permitted to be used for storage and are not permitted to be enclosed. No barbecuing is permitted on any balcony or terrace. All drains located on a balcony or terrace must be kept open at all times.

(l) No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

(m) No sign, notice, advertisement, or illumination (including, without limitation, “For Sale,” “For Lease”, or “For Rent” signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Residential Board or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

(n) All radio, television, or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(o) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of a Residential Unit without the prior written consent of the Residential Board.

The Residential Board may adopt such Rules and Regulations pertaining to antenna so as to comply with the Federal Communications Commission rules adopted on October 14, 1996.

(p) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those, for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Residential Unit.

(q) Each Residential Unit Owner shall keep their Residential Unit and any Individual Residential Limited Common Elements that are for the exclusive use of an individual Residential Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(r) The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

(s) The Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to their Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the Board or Managing Agent or their agents (in an emergency, only when specifically authorized by an Officer of the Condominium or an Officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

(t) If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by their agent, tenant, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Residential Unit Owner's Unit or an automobile,

trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Residential Board nor the Managing Agent shall (except as provided in Rule (r) above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(u) No Residential Unit Owner of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

(v) Any Residential Unit Owner who mortgages, sells or leases their Residential Unit shall notify the Board, providing the name and address of the new mortgagee, new Residential Unit Owner or new tenant within thirty (30) days of the closing of the mortgage, within thirty (30) days of the execution of the Purchase Agreement of the sale of the Residential Unit for the new Purchaser or thirty (30) days prior to any tenant occupying the Residential Unit.

(w) The Board shall report any unpaid assessments due from the Unit Owners of such Unit to Permitted Mortgagees in accordance with Article XIII, Section 4 of these By-Laws.

(x) Every Residential Unit Owner shall be liable for any and all damage to the Common Elements, which shall be caused by said Residential Unit Owner, the Residential Unit Owner's permitted lessees and occupants of Residential Units, their respective family members and guests and such other person for whose conduct the Residential Unit Owner is legally responsible.

(y) Residential Unit Owners will faithfully observe the procedures established, from time to time, by the Board or the Managing Agent with respect to services provided and the management of the Building.

(z) No animals shall be kept or harbored in the Condominium or any Residential Unit except for the following: one (1) dog weighing sixty (60) pounds or less; one (1) household cat; one (1) domestic bird and one (1) domestic fish tank. Fish tanks and/or aquariums shall not exceed one-hundred (100) gallons. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. The Board of Managers may require the permanent removal of any animal kept in a Residential Unit that is not in compliance with the above as well as any animal causing or creating a nuisance or unreasonable disturbance or noise upon three (3) days written notice from the Board of Managers. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium

unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners, who have been granted permission to harbor a pet, shall be responsible for picking up and disposing of their pets' waste and for any damage caused by their pets to any Common Elements of the Condominium.

(aa) All Residential Unit Owners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Residential Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Residential Unit.

(bb) No window guards or window decorations (other than curtains and window treatments which conform to the By-Laws) are permitted to be used in or about any Residential Unit, unless otherwise required by law, except such as will have been approved in writing by the Board. In no event however, shall any exterior glass surface of any windows of a Residential Unit be colored or painted.

(cc) Corridor doors are required to be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(dd) Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees are not permitted at any time or for any reason whatsoever to enter upon or attempt to enter upon the roofs of the Building.

(ee) No group tour or exhibition of any Residential Unit or its contents may be conducted, nor will any auction sale or other sale of contents be permitted to be held in any Residential Unit, without the prior consent of the Residential Board.

(ff) Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board. Any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

(gg) The Members of the Board reserve the right to rescind, alter, waive or add, as to one or more or all Residential Unit Owners, occupants, lessees, guests and any other person residing in the Residential Area of the Condominium, any Rule or Regulation at any time prescribed for the Condominium when, in the reasonable judgment of the Members of the Board, deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Area of the Condominium, or the preservation of good order therein, or for the

operation or maintenance of the Condominium or the equipment thereof, or the comfort of Residential Unit Owners, occupants or others in the Residential Area of the Condominium. No rescission, alteration, waiver or addition of any Rule or Regulation with respect to one Residential Unit Owner or other occupant, tenant or otherwise of the Residential Area of the Condominium will operate as a rescission, alteration or waiver with respect to any other Residential Unit Owner or other occupant, tenant or otherwise of the Residential Area of the Condominium.

(hh) Complaints regarding the service of the Condominium shall be made in writing to the Board or to the Managing Agent.

Section 4. Rules and Regulations for the Commercial Units and Limited Common Elements.

(a) The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building for the exclusive use of a Commercial Unit shall not be obstructed or used for any purpose other than ingress to and egress from the Commercial Units. No vehicle belonging to a Commercial Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, agent, customer or client of a Commercial Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building.

(b) No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Condominium servicing a Commercial Unit, nor shall any fire exit thereof be obstructed in any manner.

(c) Nothing shall be hung or shaken from any doors, windows, or placed upon the exterior window sills of a Commercial Unit and the Commercial Unit Owner shall not sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

(d) Nothing shall be done or kept in any Commercial Unit or a Commercial Unit's Limited Common Element for the exclusive use of an individual Commercial Unit that is not used in conjunction with the operation of the Commercial Unit's business or practice that will increase the rate of insurance of the Condominium or the contents thereof, without the prior written consent of the Board. No Commercial Unit Owner shall permit anything to be done or kept in their Commercial Unit or a Commercial Unit Limited Common Element for the exclusive use of an individual Commercial Unit, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law. No Commercial Unit Owner or any of its tenants, agents, servants, employees, licenses, visitors, clients, patients or customers shall, at any

time, bring into or keep in their Commercial Unit or a Commercial Unit's Limited Common Element for the exclusive use of an individual Commercial Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or a Limited Common Element for the exclusive use of an individual Commercial Unit.

(e) All construction, repair work, or other installation involving noise shall be conducted in any Commercial Unit only on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board.

(f) The Commercial Unit Owner(s) and/or the tenants or occupants of the Commercial Units, shall be permitted to keep, harbor, raise, breed and/or sell, birds, reptiles or other animals in and from the Commercial Units, provided such use is permitted in accordance with the local municipal zoning code or any rules and regulations promulgated by the City of New York. Furthermore, the Commercial Units may be used in connection with the sale or boarding of pets; as veterinary clinics and/or hospitals for pets, birds, reptiles or other animals, provided such use is permitted in accordance with the local municipal zoning code or any rules and regulations promulgated by the City of New York.

(g) No patients, clients, or other invitees of the Commercial Unit Owner or its tenant shall be permitted to wait in any lobby, public hallway, or vestibule used for the Residential Area of the Building.

(h) All radio, television, or other electrical equipment of any kind or nature installed or used in the Commercial Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Commercial Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(i) Water closets and other water apparatus in the Commercial Unit shall not be used for any purpose other than those for which they were designed and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus in a Commercial Unit shall be repaired and paid for by the owner of such Commercial Unit.

(j) The Commercial Unit Owner shall keep their Commercial Unit and the Commercial Unit's Limited Common Elements designated to a Commercial Unit for the Commercial Unit's exclusive use in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(k) The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may not enter a Commercial Unit without the consent of the Commercial Unit Owner except for emergencies.

(l) Complaints regarding the service of the Condominium shall be made in writing to the Board or to the Managing Agent.

(m) The Board shall not interfere with the business operation of a Commercial Unit unless it affects the General Common Elements, General Residential Units Limited Common Elements or the structural integrity of the Building and/or is a violation of any municipal or state code or statute.

(n) The Commercial Unit Owner and/or their tenants shall have an easement to erect, maintain and replace one (1) or more signs on the property as permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building. Any such signs shall be in compliance with the requirements of the City of New York.

(o) The Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board, to sell or lease the Commercial Unit without interference by the Board. All sale or rental proceeds shall belong solely to the applicable Commercial Unit Owner.

These Rules and Regulations applicable to the Commercial Units may not be amended, modified, added to, or repealed without the written consent of a majority of the then Commercial Unit Owners, unless required by law.

Section 5. Violations of Rules and Regulations.

(a) The Board shall be charged with handling complaints and/or violations of any of the House Rules or other provisions of the By-Laws with respect to all Units.

(b) Upon receipt, by the President of the Board or by the Managing Agent, of a signed written complaint alleging violation of any of the House Rules or other provisions of the By-Laws as herein established or hereafter established or adopted by the Board, the President, or in the President's absence, the Vice President together with a minimum of two (2) other Members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. Any Unit Owner accused of a violation of the House Rules or other provisions of the By-Laws shall be entitled to receive written notice by registered mail of such accusation. The written notice shall contain the following statements:

i) A copy of the rule or regulation the Unit Owner has violated and a description of the manner in which the Unit Owner violated the rule or regulation.

ii) A time and place at which the Unit Owner shall be given the opportunity to present a defense before final action is taken.

(c) During the period the Sponsor or its designee own the Non-Residential Units, any complaint alleging a violation of any House Rule applicable to the Non-Residential Unit shall require at least one (1) Non-Residential Member of the Board to hear the complaint. At such time as the Sponsor no longer owns any of the Non-Residential Units the procedure regarding a violation of a Rule or Regulation applicable to the Non-Residential Unit Owner shall be as provided for in Article VIII Section 5(b) above except that a Non-Residential Unit Member of the Board is required to be one (1) of the Board Members hearing the complaint.

(d) If, after said notice and hearing, it is determined that the complaint is valid and justified, the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to one hundred and fifty ($150) dollars upon the violator; such fine is to be considered as an additional Common Charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Condominium or By-Laws. If after imposition of a fine the violation is not corrected or eliminated, the Board may assess additional fines of up to one hundred and fifty ($150) dollars each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as a Common Element, the Board shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

Section 6. Costs. Any costs incurred by the Board to remedy or cure any violation of these By-Laws, the Rules and Regulations as herein or hereafter established, shall be an additional Common Charge charged to the violator in addition to the one hundred fifty ($150) dollar fine(s) levied upon the violator. Fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with the Unit Owner's tenant for the payment of same.

In the event the Condominium institutes legal action for the collection of any fines or the enforcement of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for

payment of reasonable attorneys' fees of the Condominium, plus interest and costs of suit.

Section 7. Right of the Board to Change Rules and Regulations. Except as provided in Sections 3, 4 and 5 of this Article VIII, the Condominium Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any Rule or Regulation at any time prescribed for the Common Elements and the Non-Residential Area of the Condominium when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, or the preservation of good order therein, or for the operation or maintenance of the Condominium or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Condominium. No rescission, alteration, waiver or addition of any rule or regulation with respect to one Unit Owner or other occupant will operate as a rescission, alteration or waiver with respect to any other Unit Owner or other occupant.

Section 8. Sponsor. The above provisions including, but not limited to, Article VIII, Sections 2 thru 9, shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations or (b) to remedy any notice of violation. This section may not be amended without the express written consent of Sponsor.

Section 9. Smoking Policy. In compliance with Local Law 147 and pursuant to Article 17 of the New York City Administrative Code, the Sponsor has adopted the following smoking policy (the "Smoking Policy") for the Building:

Smoking is PROHIBITED (i) in all commons areas of the Building, including, but not limited to, the lobby, entryways, vestibules, ante rooms, mail rooms, storage rooms, bike rooms, common rooms, amenity rooms, gym, roof decks, garbage chute rooms, compactor rooms, basement, corridors, hallways, stairwells, elevators, playroom, garage, garage ramp, walkways, ; and (ii) within twenty-ten (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening onto Common Elements or Units.

For the purposes of this Smoking Policy, the term "smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any other form of lighted object or device which contains tobacco, including the use of electronic cigarettes or any similar device that delivers vapor for inhalation (including any refill, cartridge or other component of an electronic cigarette or similar device), or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance. This Smoking Policy applies to all unit owners, tenants, subtenants, occupants and residents of the Building, and to any guests, agents, licensees and invitees of a Unit Owner. It is the Unit Owner's responsibility to ensure that its tenants, subtenants, occupants, residents, guests, agents, licensees and invitees comply with this Smoking Policy.

Smoking is PROHIBITED within individual apartments and on the terraces, balconies, patios and yards attached to individual apartments (except within twenty-five

(25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening onto Common Elements or Units). However, if there are reported and substantiated incidents of infiltration of smoke/smoke odors into common areas of the Building (including, but not limited to, hallways) and/or other apartments in the Building, it will be the offending Unit Owner's responsibility, at its sole cost and expense, to abate the nuisance.

Any Unit Owner who sells, leases, or subleases its apartment must include a copy of this Smoking Policy in the contract of sale, lease or sublease.

In the event of a violation of this Smoking Policy, in addition to and not in diminution of, all other remedies available to the Condominium, as provided in its Declaration of Condominium and By-Laws, or at law or in equity, with regard to a default by the Unit Owner, the Board shall have the right to impose an administrative fee in the amount of Two Hundred Fifty ($250.00) Dollars on the Unit Owner for each such violation of this Smoking Policy. A continuing violation shall be considered a new violation.

This Smoking Policy shall become effective immediately. The Board will advise Unit Owners of any changes to the Smoking Policy.

ARTICLE IX. DEFAULT

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, as determined by the Board of Managers, the Board of Managers, acting in behalf of the Board shall notify the Unit Owner and the mortgagee, if any, of such Unit. If such sum, charge or assessment shall remain unpaid for ninety (90) days after the giving of such notice, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the owner of a Unit does not pay the Common Charge assessment required to be paid by him on its due date, the Board of Managers may collect said fees and take such action as is provided in Article VI, Section 2 of these By-Laws and said Unit Owner shall be liable for the Condominium’s reasonable costs and a reasonable attorney’s fee incurred by it incident to the collection or enforcement of such lien.

In addition to the Board’s right to bring an action to foreclose a lien on a Unit Owner’s Unit, the Board (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event the Unit Owner shall be liable for the reasonable costs and reasonable attorney’s fee incurred by it incident to the collection of the delinquent Common Charges.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number and Common Interest and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Unit Owners' interest and/or the validity, interest, rights and priorities of holders of a mortgage encumbering a Unit or Units.

Notwithstanding any provision contained herein to the contrary an Amendment to the By-Laws, which affects Commercial Unit, may not be adopted without the written consent of the Commercial Unit Owner.

Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of, to or from the By-Laws or any rules and regulations shall be effective in any way against Sponsor or its designee or any Unsold Unit, as long as the Sponsor owns an Unsold Unit in the Condominium unless Sponsor has given its prior written consent thereto. This provision is not subject to amendment.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNITS

Section 1. Selling and Leasing Units. Any Unit may be conveyed or leased, subject to the leasing requirements contained in Section 2, subject to local zoning ordinances, by its Unit Owner free of any restrictions except that no Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease their Unit unless and until all unpaid Common Charges assessed against the Unit Owner's Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Unit, or by the Grantee. Notwithstanding the above any Unit Owner who wishes to enter into a lease for the Unit Owner's Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease prior to its execution. Unless otherwise stated herein, all leases must comply with all the requirements contained in Section 2 below. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium. Further, a Unit Owner may convey the Unit Owner's Unit and 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.

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

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

Section 2. Leasing Requirements. Except as noted in Sections 4, 5 and 6 every lease on every Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) the lease must be in writing;
(b) the lease must be for the entire Unit;
(c) the lease must be for a minimum and maximum of twelve (12) months. Renewals shall be for a one (1) year term and are subject to review by the Board of Managers of the Condominium;
(d) the Unit must be covered by adequate renters insurance for the duration of the lease and any subsequent extensions. A copy of such policy shall be forwarded to the Board of Managers prior to a tenant taking occupancy of a Unit.
(e) the use of the premises is subject to the Declaration and the By-Laws of the Condominium and the rules and regulations of the entire Condominium;
(f) within thirty (30) days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to the managing agent or if no managing agent to a Member of the Board of Managers of the Condominium;
(g) within forty-five (45) days of any renewal of a lease of a tenant, the name and telephone number of the tenant, together with a clear and complete copy of the renewal lease, must be furnished to the managing agent or if no managing agent to the Board of Managers of the Condominium for review;
(h) the Unit cannot be used as a motel or hotel or otherwise for transient tenants;
(i) it is expressly prohibited to use the Unit in connection with any reservation service for temporary and/or short-term occupancy.
(j) if any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any rules and regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Unit Owner, or both, to have the tenant evicted or to recover damages, or both.

In order to carry out the provisions of this Article XI and pursuant to the provisions of Article Fifteenth of the Declaration of Condominium each Unit Owner shall upon becoming a Unit Owner grant or be deemed to have granted an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Unit Owner’s Condominium Unit

including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Unit Owner written notice of the nature of the violation of the rules, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

The leasing provisions of this Section 2 shall not apply to the Commercial Unit Owner(s) or any mortgagee acquiring title to a Unit, in a foreclosure sale or otherwise.

Section 3. Tenant Bound by Declaration. By becoming a tenant, each tenant agrees to be bound by the Declaration, By-Laws and the other rules and regulations of the Condominium and recognizes and accepts the right and the power of the Board of Managers of the Condominium to evict the tenant for any violation by the tenant of the above, and the other rules and regulations of the Condominium.

Section 4. Lenders. To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Units in the Condominium, only subsections (b), (d), (e), (f), (g) and (h) of Section 2 of this Article XI shall apply to a first mortgage lender who has title to the Unit through (a) foreclosure of its first mortgage on the Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of Article XI.

Section 5. Sponsor. The terms of Sections 2, 3 and 4 of this Article XI shall not be applicable to the Sponsor, its successors or assigns.

Section 6. Waiver of Partition Rights. The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section 7. Real Property Law Section 339-kk. Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Unit Owner who rents any Unit in the Condominium 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 of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws.

Section 8. Gifts, etc. Any Unit Owner may convey or transfer their Unit by gift during their lifetime or devise their Unit by will or pass the same by intestacy, without restriction.

ARTICLE XII. CONDEMNATION

In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $40,000 and to the Board of Managers if the award is $40,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) so much of the award as is applicable to unrestricted Common Elements, to the Unit Owners pro rata according to the respective Common Interest appurtenant to the Units owned by such Unit Owners.

(b) so much of the award as is applicable to Irrevocably Restricted Common Elements to the Unit Owner having general use of such Common Element.

In such eminent domain or condemnation proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted Common Elements and to each Irrevocably Restricted Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to the arbitration in accordance with the Arbitration Statutes of the State of New York.

ARTICLE XIII. SPONSOR RIGHTS

Section 1. Sales. The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within the Condominium Buildings or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the Common Elements, and without limitation, to do any and all things necessary to incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

Section 2. Signs. The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. This Article XIII may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one (1) or more unsold Units.

ARTICLE XIV. MISCELLANEOUS

Section 1. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in their Unit which will increase the insurance rates on their Unit or any other Unit or on the Common Elements.

Section 2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. Notice to Condominium. A Unit Owner who mortgages a Unit, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers of the Condominium and the President of the Board of Directors of the Unit Owners Association in the event there is no management agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled “Mortgagees of Units”.

Section 4. Notice of Unpaid Assessments. The Board of Managers shall at the request of a mortgagee of a Unit, report any unpaid assessments due from the Unit Owners of such Unit.

Section 5. Examination of Books and Records. Every Unit Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

Section 6. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 7. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

ESCROW AGREEMENT

AGREEMENT made this ___ day of _____, 20__ by and among _____ ("PURCHASER"), 33RD STREET VENTURES LLC, with an address at 60 Cutter Mill Road, Ste. 405 Great Neck, New York 11021 ("SPONSOR") as Sponsor of the Offering Plan for 37-34 33rd Street Condominium and MORITT HOCK & HAMROFF LLP, with an address and Moritt Hock Hamroff LLP, with an address at 1407 Broadway, 39th Floor, New York, New York 10018 ("ESCROW AGENT") as ESCROW AGENT.

WHEREAS, 33RD STREET VENTURES, LLC is the SPONSOR of an Offering Plan to develop a Condominium for the premises located at 37-34 33rd Street Astoria, New York 11101, which premises are known as 37-34 33rd Street Condominium; and

WHEREAS, ESCROW AGENT, is authorized to act as an ESCROW AGENT hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the New York State Attorney General's ("Attorney General") regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") pursuant to the terms of this Agreement.

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT 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 unit ____ (the "Purchase Agreement") at Metropolitan Commercial Bank, at their branch located at 1359 Broadway, New York, NY, telephone: (212) 643-6981 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Moritt Hock & Hamroff LLP, IOLA F/B/O 37-34 33rd Street Condominium – Escrow Account" ("Escrow Account"). [The account number is TBD].

1.2 ESCROW AGENT has designated the following MHH partners to serve as signatory: Anthony J. Ficara, Ted A. Berkowitz, Gary C. Hisiger, and Michael Cardello III. All designated signatories are admitted to practice law in the State of New York.

All signatories on the Escrow Account have an address of 1407 Broadway, 39th Floor, New York, New York 10018, and a telephone number of (212) 239-2000.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing

1.5 The Escrow Account is an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of "MORITT HOCK & HAMROFF LLP" as ESCROW AGENT", pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to PURCHASER promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within five (5) business days after the Purchase Agreement has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall place the DEPOSIT into the Escrow Account. Within ten (10) business days of placing the DEPOSIT in the Escrow Account, ESCROW AGENT shall provide written notice to Purchaser and Sponsor, confirming the Deposit. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 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 the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or

ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

i. pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the [shares/unit/membership interest/fractional interest];

ii. in a subsequent writing signed by both SPONSOR and PURCHASER; or

iii. by a final, non-appealable order or judgment of a court.

3.3 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.2 above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the unit/building is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

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

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. <u>RECORDKEEPING</u>.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

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

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352-e(2-b) and 352-h.

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the [unit/shares/membership interest/fractional interest] 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 a purchaser, along with the form of tender of deposit attached hereto as Exhibit “A” to this Escrow Agreement, executed by Sponsor.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT’S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law’s regulations.

6.3 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 each purchaser and deliver such form to ESCROW AGENT together with the Deposit and purchase agreement.

7. TERMINATION OF AGREEMENT.

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

7.1.1 Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR, PURCHASER, and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

Prior to release of the Deposit, ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION.

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

13. ENTIRE AGREEMENT.

This Agreement, read together with GBL §§ 352-e(2-b) and 352-hand the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

14. NOTICES

14.1 Any notice required to be given or given hereunder shall be given by depositing such notice in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within New York State, or by Express Mail, Federal Express or similar overnight courier, facsimile transmission, messenger service (with proper receipt therefor), addressed to the party at the address herein above set forth with a copy of any such notice by regular mail to the attorney for such party as follows:

IF TO ESCROW AGENT:	Moritt Hock Hamroff LLP 1407 Broadway, 39th Floor New York, New York 10018
IF TO SPONSOR:	33rd Street Ventures, LLC 60 Cutter Mill Road, Ste. 405 Great Neck, New York 11021 Attn: Zhidong Wu

Any notice may be given by the attorney for a party and shall have the same force as if given by the party. Either party may, by notice, change the address at which notices are to be given hereunder.

LEFT INTENTIONALLY BLANK

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

ESCROW AGENT:

By: _____
_____, Esq.

SPONSOR:
33RD STREET VENTURES, LLC

By: _____
Name:_____
Title: _____

PURCHASER:

[INSERT NAME]

By: _____
Name:_____
Title: _____

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit _____at _____

_____ located at _____, New

York.

Purchaser(s) named below has/have tendered on _____, 20__, the above escrow deposit to Sponsor/Selling Agent as a deposit for the above Unit.

Purchaser(s)

Address of Purchaser(s) _____

_____

_____

Phone number of Purchaser(s):

Home: _____
Business: _____
Social Security Number(s) or
Tax Identification Number(s) _____
of Purchaser(s) _____

RECEIPT

The SPONSOR/SELLING AGENT of the above-named property hereby acknowledges receipt of the above escrow deposit.

By: _____

_____
Title of Position

Date of Receipt: _____

''EXHIBIT A''

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO 13 NYCRR 20.4 (b)

Date: March 13, 2023

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

RE: **37-34 33rd Street Condominium**
37-34 33rd Street
Astoria, New York 11101

Gentlepeople:

We are the Sponsor and the principals of Sponsor of the Condominium Offering Plan for the above-captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as they 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 we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

SPONSOR
33RD STREET VENTURES, LLC

By: _____
Zhidong Wu, Member

SPONSOR'S PRINCIPALS:

By: _____
Zhidong Wu

By: _____
George Xu

Sworn to before me this
13 day of March, 2023

_____
Notary Public

SUSAN WU
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01WU6440650
MY COMMISSION EXPIRES 05/

SPONSOR'S ENGINEER OR ARCHITECT CERTIFICATION
PURSUANT TO 13 NYCRR 20.4 (c)

Date: 08/25 , 2023

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

RE: **37-34 33rd Street Condominium**
37-34 33rd Street
Astoria, New York 11101

Gentlepeople:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the construction of the property (the "Report"). I/We examined the building plans and specifications that were prepared by Raymond Chan Architect, PC dated 05/31/23 and I/we prepared the Report dated 08/25/23, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am/We are a registered architect/licensed engineer in the State in which the property is located.

I/We understand that I/we am/are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 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 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 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,

Raymond Chan Architect, PC

Signature of Individual or Name of Firm

By: _____

Signature of individual if prepared by Firm

Registered Architect

Title or Position if prepared by Firm

REGISTERED ARCHITECT RAYMOND CHAN No. 015[illegible] STATE OF NEW YORK

Sworn to before me this
23 day of August , 2023

_____
Notary Public

SUSAN WU
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01WU6440650
MY COMMISSION EXPIRES 09/12/2026

CERTIFICATION OF ADEQUACY OF OPERATING BUDGET
PURSUANT TO 13 NYCRR 20.4 (d)

Date: 3/17/ 2023

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

RE: **37-34 33rd Street Condominium**
37-34 33rd Street
Astoria, New York 11101

Gentlepeople:

The Sponsor of the Condominium Offering Plan for the captioned property retained me/our firm to review Schedules B and B-1 containing projections of income and expenses for the first year of condominium operation. My/or our experience in this field includes:

Skyline Tower Condo for 3 years;
5 Court Square Condo for 4 years;
425 Fifth Avenue Condo for 15 years; and
521 Park Avenue Condo for 16 years.

I/we understand that I/we am/are responsible for complying with Article 23-A of the General Business Law and the Regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

I/we have reviewed the Schedules B and B-1 and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. I/We also have relied on my/our experience in managing residential buildings.

I/we certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I/we certify that the Schedules B and B-1:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I/we further certify that I am/we are not owned or controlled by the Sponsor. I/we understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: _____

Adam Hirsch, Vice President
Print Name and Title or Position

Sworn to before me this
17 day of March 2023

_____
Notary Public

SHANA FIGUEROA
Notary Public - State of New York
No. 01FI6123315
Qualified in Bronx County
My Commission Expires 3/9/25

CERTIFICATION OF ADEQUACY OF COMMON CHARGES PAYABLE BY NON-RESIDENTIAL UNIT OWNERS PURSUANT TO 13 NYCRR 20.4(e)

Date: 3/17/2023

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

RE: **37-34 33rd Street Condominium**
37-34 33rd Street
Astoria, New York 11101

Ladies and Gentlemen:

The sponsor of the condominium offering plan for the captioned property retained me/our firm to review or prepare Schedule B which includes projections of common charges payable by the owners of the Non-Residential Units. My/or our experience in this field includes:

managing over 250 Condo and Cooperatives for over 30 years in New York City.

Skyline Tower Condo for 3 years

521 Park Avenue Condo for 16 years

5 Court Square Condo for 4 years

425 Fifth Avenue Condo for 15 years

I/we understand that I/we am/are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Non-Residential Units listed in Schedule B.

I/we have reviewed Schedule B as it impacts upon the Non-Residential Units and investigated the facts underlying it with due diligence in order to form a basis for this Certification. I/We also have relied on my/our experience in managing residential buildings.

I/we certify that the projections in Schedule B for common charges payable by the owner of the Non-Residential Units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such Non-Residential Units for the projected first year of condominium operation, and that the allocation of common charges attributable to the Non-Residential Units also reflects special or exclusive use or availability or exclusive control of particular common areas.

I/we certify that the estimates in Schedule B for the common charges payable by the owner of the Non-Residential Units:

(i) set forth in detail the projected common charges for the Non-Residential Units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the Non-Residential Units;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I/we further certify that I am/we are not owned or controlled by the sponsor. I/We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Non-Residential Units for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: _____

Adam Hirsch, Vice President

Print Name and Title or Position

Sworn to before me this
17 day of MARCH, 2023

_____
Notary Public

SHANA FIGUEROA
Notary Public - State of New York
No. 01FI6123315
Qualified in Bronx County
My Commission Expires 3/9/25

The Real Property Law is amended by adding a new Section 339-kk to read as follows:

"§ 339-kk. Rents. (a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent."

This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.

SCHEDULE M