**CONDOMINIUM OFFERING PLAN**

# EASTONE PLAZA CONDOMINIUM

**38-20 Parsons Boulevard**
**Flushing, Queens County, NY 11354**

| | |
|---|---|
| 19 Community Facility Units | $ 32,817,000 |
| 175 Residential Units | $ 145,460,900 |
| 75 Parking Spaces in Sub-Cellar | $ 5,625,000 |
| 79 Parking Spaces in Cellar | $ 5,925,000 |
| **Total Amount of Offering** | **$ 189,827,900** |

**NAME & ADDRESS OF**
**SPONSOR & SELLING AGENT**
**Eastone Parsons Holding LLC**
**33-34 Prince Street**
**Flushing, NY 11354**

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**Date of Acceptance for Filing: _____**

**Plan may not be used after _____ unless amended.**

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**SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS**

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

**THE SPONSOR IS RESERVING THE UNCONDITIONAL RIGHT TO RENT UNITS. 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. (SEE SPECIAL RISK SECTION OF THE PLAN.) PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN.**

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## SPECIAL RISKS

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

1. **SPONSOR IS RESERVING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER OFFERING PLAN CONSUMMATION. 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. (SEE SPECIAL RISK SECTION OF THE PLAN.) PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN.**

2. This Offering Plan provides that time is of the essence for Purchaser to cure any default under the Purchase Agreement within 30 days. If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he or she has thirty days from the mailing date such notice within which to cure such default. **TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD**. Time is of the essence, means that if Purchaser fails to make such payment when required under the Purchase Agreement, or fails to perform any of Purchaser's other obligations under the Purchase Agreement, then Sponsor may give notice to Purchaser of Sponsor's intention to cancel the Purchase Agreement thirty (30) days thereafter if notice is by mail. If Purchaser fails to cure such default by the expiration of said period, Sponsor may, at its option, cancel the Purchase Agreement by notice of cancellation to Purchaser. In the event of such a cancellation, the Sponsor may retain as liquidated damages all payments, including the Down Payment plus accrued interest if any, made under the Purchase Agreement. Time is of the essence means that if any default is not cured within 30 days, Sponsor may elect (but is not obligated) to cancel the Purchase Agreement and retain the Down Payment, with interest, if any, as liquidated damages. In the event that the Purchase Agreement is cancelled, the Sponsor will have the right to sell the Unit to others as though the Purchase Agreement had never been made. For further discussion, see the section titled "*Procedure to Purchase*."

3. Purchaser's obligation to purchase his Unit is not contingent on securing financing, unless Purchaser and Sponsor execute a Financing Rider. A financing contingency shall only be available for those Purchasers who execute the Financing Rider. Accordingly, each purchaser should inquire about the amounts, terms, costs, availability, and purchaser's eligibility for financing before signing and returning the Purchase Agreement in order to avoid the risk of losing his down payment. Any prospective purchaser without a financing contingency who executes a Purchase Agreement and does not obtain financing may lose his

or her deposit if he or she is unable to raise the monies for the balance of the purchase price. Any purchaser whose mortgage does not exceed 70% of the purchase price has the right to a Purchase Agreement containing a financing rider. For those purchasers with a financing contingency, under New York law, when a mortgage commitment is not fulfilled through no fault of purchaser, performance is excused. Sponsor may not condition purchaser's obligations upon obtaining a commitment. Therefore, if the purchaser acts in good faith and lender revokes commitment after contingency period expires, performance is excused and the Sponsor must grant to such purchaser a right of rescission and a reasonable period of time to exercise such right.

For a further discussion, see section titled "*Procedure to Purchase*" and the "*Purchase Agreement"* contained in Part II of the Plan.

4. It is a special risk that deposits in excess of $250,000.00 will not be federally insured in excess of $250,000.00. If purchasers have accounts at the same bank as sponsor's account that holds escrowed funds, purchaser funds at the escrow bank factor into the $250,000 insurance limit. See section titled "*Procedure to Purchase."*

5. Sponsor is statutorily obligated to pay transfer taxes but is transferring this obligation to Purchaser. New York State Real Property Transfer Taxes are assessed at 4/10$^{th}$ of 1% of the total consideration up to $3,000,000 with an additional $1.25 per $500 when the consideration for the entire conveyance of residential property is $3,000,000 or more; and an additional $1.25 per $500 when the consideration for the entire conveyance of any other property is $2,000,000 or more. In addition, on transfers of individual condominium units, there is an additional New York State Transfer Tax assessed as follows: an additional .25% on consideration paid between $2,000,000 but less than $3,000,000; an additional .50% on consideration paid between $3,000,000 but less than $5,000,000; an additional 1.25% on consideration paid between $5,000,000 but less than $10,000,000; an additional 2.25% on consideration paid between $10,000,000 but less than $15,000,000; an additional 2.50% on consideration paid between $15,000,000 but less than $20,000,000; an additional 2.75% on consideration paid between $20,000,000 but less than $25,000,000; an additional 2.90% on consideration paid between $25,000,000 or greater.

New York City Real Property Transfer Tax at the rate of 1% of the purchase price of the Unit, if the price is under $500,000 and 1.425% of the price if the price is above or equal to $500,000 plus a recording fee of $75.00 for the New York City Real Property Tax Form. The cost is 1.4% of the price if the price of the Residential Unit is $499,999 or less and 1.825% if the price of the Residential Unit is $500,000 or above. For greater details, see section titled, "*Closing Costs and Adjustments*".

6. This Offering Plan provides that at the first annual meeting of the Condominium all Unit Owners, including Sponsor and Sponsor-designees, shall elect a new Board of Managers. Sponsor may have voting control of the Board of Managers if Sponsor and Sponsor-designee's as Unit Owners of Unsold Units are able to cast more than fifty (50%) percent of the votes. See section titled "*Control by Sponsor."*

Notwithstanding the foregoing, Sponsor and Sponsor-designees shall not control the Board of Managers upon the earlier of: (i) two (2) years from the date of the First

Unit Closing; or (ii) whenever the unsold units constitute less than fifty (50%) percent of the Common Interest. A meeting shall be held to elect a new board unrelated to the Sponsor within 30 days after expiration of the control period. After two-year period or the period when Units constituting more than 50% of the Common Interest are sold, 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 or its principals. For further discussion, please see the section titled "*Control by Sponsor and Summary of By-Laws."*

7. This Offering Plan provides that until Sponsor and Sponsor-designees convey title to all Units but in no event later than five (5) years after the date of the First Unit Closing, or whenever the unsold units are less than 25% of the Common Interest (whichever is sooner), Sponsor or Sponsor-designees have the right to veto any action of the Board of Managers to: (i) make any addition, alteration, improvement or change in or to the Common Elements, any Unit or the Building; (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; (iii) hire or replace any employee (in addition to the employees referred to in the Offering Plan); (iv) enter into, modify or terminate prior to the end of the term any management, service or maintenance contract; (v) borrow money on behalf of the Condominium; (vi) add to, delete from, modify or amend the Declaration, By-Laws, or Rules and Regulations of the Condominium, or; (vii) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor may not exercise veto power over expenses described in Schedule "B" or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer. The Sponsor may not exercise veto power over expenses described in Schedule "B" or for any repair or replacement necessary for the preservation or safety of the buildings or for the safety of occupants of the buildings or required to avoid the suspension of any necessary service to the buildings. Sponsor's power to veto other expenses ends 5 years after the closing of the first unit, or whenever the unsold units are less than 25% of the common interest, whichever is sooner. See section titled "*Control by Sponsor."*

8. Sponsor may, before and/or after the Declaration is recorded, via filing an Amendment to the Offering Plan (and when necessary, an Amendment to the Declaration), change the layout, size, or number of the Units, and reapportion, among the Units affected by any such changes, their common interest, and no material change will be made in the size or quality of common elements, except by amendment to the Plan, and when applicable to the declaration. Sponsor reserves the right except to the extent prohibited by law, before and/or after the filing of the Declaration, without prior notice and without consent of any Board, prospective Unit Owner or Mortgagee to change the layout of, the number of rooms in the use of, or the size of (by combining Units or subdividing them into two or more separate Units) Units and to reapportion the Common Interest among the Units affected by any such changes via filing an Amendment to the Offering Plan (and when necessary, an Amendment to the Declaration). No change will be made in the size or number of units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements except by amendment to the plan, and when applicable, to the declaration. 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. 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. Any decrease in a unit's area of 5% or less will not affect a purchaser's obligation 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 sections titled "*Rights and Obligations of Sponsor" and "Changes in Prices and Units."*

9. The Plan may not be declared effective unless bona fide purchasers (including investors) have signed purchase agreements for at least fifteen (15%) per cent of the residential units which is at least twenty-seven (27) Residential Units offered under the Plan. Purchasers need not occupy the Units they purchase. Notwithstanding the fact that all purchasers used to declare the plan effective may actually close, Sponsor will re-declare the plan effective in order to consummate the plan 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, Sponsor must re-declare the offering plan effective See section titled *"Effective Date of Plan".*

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. 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 apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See section titled "*Rights and Obligations of Sponsor."*

10. The square footage of the units is not based upon measurements from the interior surfaces of the interior walls of rooms. A Unit as hereinafter referred to shall be defined as follows: Each Unit is measured from the inside face of stud or masonry Walls between Units, the inside face of all exterior walls, the inside face of stud or masonry of walls separating Units and Common Elements and the inside face of concrete slab or plywood of Unit floors and the inside face of joists of Unit's ceilings. Therefore, the usable area comprising the unit may be significantly less than the area listed in schedule A. See section titled "*Notes to Schedule A*".

11. (a). The Sponsor will not be applying for any tax exemption benefits for the residential units. See sections titled "*Introduction", "Real Estate Taxes and the Tax Status of Condominium", "Opinions of Counsel" and "Rights and Obligations of Sponsor*".

(b). The building will be seeking Industrial & Commercial Abatement Program ("ICAP") benefits for the Community Facility space. The ICAP Program abates the increase in real estate taxes due to new construction for eligible commercial buildings. Certain properties in eligible locations receive 13-year additional inflation protection on their assessment base. Buildings such as the Property contained less than 10% retail space in Queens County receive benefits based on a twenty-five years abatement schedule. The amount of the abatement is calculated by subtracting 115% of the initial tax from the post-completion tax. The initial tax is based on that charged before construction is complete. Assuming a

twenty-five years abatement with inflation protection, taxes benefits are phased out incrementally in 10% increments in years 17 to 25. Inflation protection ceases after the 13th year after commencement of benefits. In order to preserve ICAP benefits Community Facility owners must file an "RPIE" report and a Certificate of Continuing Use with the New York City Department of Finance each year. For greater details, see section titled, *"Tax Exemption Benefits"*.

12. No bond or other security is given to secure the Sponsor's obligations under this Offering Plan. For a further discussion, see section titled "*Rights and Obligations of Sponsor."*

13. Each Unit Owner shall notify the Condominium Board or the Managing Agent, if any, in writing when a child, or children, under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such Unit Owner's expense, the required window guards (or safety "Stops" in lieu of window guards, designed specifically to prevent a child from falling out of the window) in all windows of the Unit in compliance with all applicable New York City administrative Code requirements. The Unit Owner should maintain all window guards (or stops) installed in the Unit and shall not remove same until permitted by applicable law and in any event, without prior written notice to the Managing Agent. See section titled "*Description of Property*".

14. If Sponsor makes a bulk sale of all or some of its unsold units, the transferee successor sponsor is bound by sponsor's representations regarding its commitment to sell units. In the event purchase agreements counted towards the minimum number of unit sales required to declare the plan effective fail to close, it is possible that the building will be converted to condominium status with less than 15% of the units actually sold to Purchasers. Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, Sponsor must re-declare the plan effective in order to consummate the Offering Plan. 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, Sponsor must re-declare the Offering Plan effective. See section titled "*Effective Date of Plan*".

15. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. 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 apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See section titled "*Procedure to Purchase*".

16. The Condominium Board does not have the right to approve or disapprove purchasers. There is no limit on the number of owners who may purchase for investment

rather than personal occupancy, and there may always be a substantial percentage of owners who are non-residents. There is an inherent conflict between purchasers for investment and purchasers who will occupy units because of their different needs and objectives. See section titled "*Introduction*".

17. All expenses incurred by the Board of Managers in performance of its duties will be reimbursed by the Unit Owners as a Common Expense. For further discussion, see section titled "*Management Agreement*".

18. It is a Special Risk that insurance coverage for Officers and Director's liability is not included in the Budget. For a further discussion, see section titled *"Notes to Schedule "B".*

19. The Cellar, Balconies and Terraces may not be used for any type of occupancy - including but not limited to: sleeping, living room, recreation room, office, storage, etc. To do so may result in a violation against the building being issued by the NYC Department of Buildings. Unit Owners shall be responsible for payment of any charges incurred as a result of such violations. For a further discussion see section titled "*Description of Property and Improvements*".

20. Storage spaces/areas may not be used for any type of occupancy- including but not limited to: sleeping, dining, living room, recreation room, office, etc. To do so may result in a violation against the building being issued by the NYC Department of Buildings. Storage spaces/areas may not be used for storage of Combustible Items as defined in the Building Code. No storage of clothing, furniture, books, papers, or any combustible items will be permitted. For greater details, see section titled, "*Description of Property*".

21. The Sponsor anticipates that the first closing of a unit will occur by January 1, 2025. 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 December 31, 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.

However, if the first unit closing occurs before January 1, 2025, the Sponsor may schedule the closing 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 titled *"Procedure to Purchase."*

22. 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 ENITRE 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* See section titled *"Rights and Obligations of Sponsor".*

23. Prior to the first closing, the entire building will be insured by the Sponsor**.** After the first closing, the entire building will be insured by the condominium. Also, regarding the risk of loss for an interim lessee/a person who takes possession prior to closing, a person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. Therefore, a person who takes possession prior to closing assumes the risk of losses not covered by insurance. For further discussion, see section titled *"Notes to Schedule B".*

24. If a Purchaser causes delay in his/her closing, the Sponsor shall have the right to charge 8% interest on the purchase price during the period of the delay. In no event shall any such penalty exceed New York State usury laws. For a further discussion see section titled "*Closing Costs and Adjustments*".

25. Sponsor has construction financing with Cathay Bank. There are no lender imposed requirements regarding the minimum number or percentage of units that must be under contract before the plan can be declared effective. There is a minimum release price per unit, or minimum payment per sale which is 90% of the price, or 125% of the appraised value, whichever is more. For greater details, see section titled, "*Terms of Sale*".

26. Smoking is permitted inside units but nowhere else in the building, including common areas. Smoking is not permitted on balconies, terraces or areas that are appurtenant to units/outdoor limited common elements. For further discussion, see section titled, *"Rights and Obligations of Unit Owners and the Board of Managers".*

27. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 ("New Law") went into effect. This New Law significantly changes the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. The New Law limits the amount of mortgage interest that a homeowner can deduct to $750,000 (or $375,000 in the case of married filing separately). For taxable years beginning after December 31, 2025, the cap goes back to $1,000,000. In order to qualify for the deduction under the New Law, the mortgage must have been incurred for the acquisition of the home; the New Law eliminates the deduction for interest arising from home equity indebtedness for taxable years beginning after December 31, 2017 and through December 31, 2025.

The New Law also limits the deduction that individuals can take for state and local taxes, including property taxes. As of January 1, 2018. The deduction for state and local taxes is capped at $10,000. This limit applies to any combination of property taxes income taxes and sales taxes. For greater details, see section titled, *"Opinions of Counsel"*.

28. The Financial Crimes Enforcement Network ("FinCEN") 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 geographic targeting order ("GTO"); (2) the purchaser purchases residential property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island; (3) the total purchase price is in the 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 a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency. As long as the GTO remains in effect, its reporting requirements apply to all residential real property closings meeting the above criteria and occurring on or after November 17, 2018. For greater details, see section titled, "*Procedure to Purchase*".

29. Pursuant to the Purchase Agreement a 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. Purchaser agrees to pay any and all court fees, including without limitation, reasonable attorney fees, should Purchaser bring an action against Sponsor in any court of proper jurisdiction (including without limitation small claims court) and be unsuccessful. Purchaser agrees to waive the right to file a lis pendens if not filed within sixty (60) days of the cancellation of the Purchase Agreement. For greater details, see section titled, "*Procedure to Purchase*".

30. It is a Special Risk that the By-Laws contain an arbitration provision; hence any dispute between a unit owner and the Condominium will be resolved through arbitration or a court proceeding without a jury trial. The decision is any arbitration shall be binding upon all the parties of the arbitration and may be entered in any Court of appropriate jurisdiction.

Notwithstanding the foregoing however, any arbitration held pursuant to the terms of the Condominium documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners shall not be binding. Given that there is no jury in arbitration, there would be no jury trial. For greater details, see section titled, "*Purchase Agreement*".

31. It is a Special Risk that the Board of Managers has a right of first refusal when a Unit owner wishes to sell his/her Unit. For greater details, see section titled, "*Rights and Obligations of Board of Managers*"

32. The projected real estate taxes for the first year of operation contained in Schedule A are based on a projected assessment of the building after construction is complete based on a comparison of other similar residential condominium buildings in the last 5 years' of Queens. As this is an estimated projection of what the real estate taxes may be after construction is complete, Purchasers should be aware that actual real estate taxes may be materially higher when the building is reassessed after construction or rehabilitation is complete. For greater details, see section "*Schedule A*".

33. Recreational Facilities will not be provided by the Sponsor. For greater details, see section titled, "*Description of Property*"

34. This plan contains Special Allocations pursuant to section 339-m of the Real Property Law for Labor, Hot Water, Water & Sewer and Management fees, which are contained in the Condominium's declaration. Commercial Unit owners must pay for their own water & sewer, provide for their own management and labor. Parking Unit owners only pay for electric and insurance expenses. This division is authorized under section 339-m based upon the exclusive use by residential unit owners of a common water and sewer meter and the exclusive use by residential unit owners of the services of the management company. Please see section 7 in the Declaration. The requirements for amending these provisions of the declaration do not differ from those otherwise provided in the declaration for other amendments. See sections titled "*Schedule "B*" and *Declaration*.

35. All Parking Space owners, including Sponsor in its role as an unsold Parking Space owner, shall be responsible for: (i) all costs and expenses associated with the operation of the Parking Space areas for the Parking Spaces, and (ii) the payment of any maintenance fees, license fees and/or Special Assessments imposed by the Condominium Board related to the Parking Spaces.

36. The reserve fund will not be sufficient to pay for major capital repairs or replacement items likely to be needed within the first five years of condo operation. See sections titled "*Reserve Fund" and "Notes to Schedule A*".

37. Sponsor may rent these off-street Parking Spaces to non-residents of the building, for periods of not less than one week and not more than one month. These off-street Parking Spaces shall be made available to residents within 30 days after written request made to the Sponsor, by such residents. See section titled, "*Description of Property and Improvements*"

38. Local Law 11/98 “Façade Inspection Safety Program” (FISP) is applicable for this building. Every 5 years starting in 2024, the building must be inspected to insure the safety of all exterior walls. The inspection must be done by a qualified engineer and classify the building as Safe, SWARMP, or Unsafe. All unsafe conditions shall be corrected within 30 days from the filing of the critical examination report. The owner of the building is responsible for ensuring that the conditions described in the critical examination report as (SWARMP) safe with a repair and maintenance program are repaired, and all actions recommended by the professional are completed within the required time frame, and are not left to deteriorate into unsafe conditions before the next critical examination. Any required work must be paid for by the Condominium and arranged by management. See section titled “*Description of Property and Specifications*”.

## INTRODUCTION

1. The Property:

Sponsor presents this offering Plan to set forth herein the material terms of the offering relating to the offering of condominium units at the premises located at 38-20 Parsons Boulevard, Flushing, NY 11354 (The Land, Building, and Appurtenant Interests are hereinafter sometimes referred to as the Property and/or the Condominium.) The Offering Plan may be amended from time to time to reflect changes in the terms of the offering by filing an amendment with the New York State Department of Law and serving the amendment on Purchasers and Unit Owners.

The Condominium will be organized pursuant to, is subject to and complies with Article 9B of the New York Real Property Law, as amended, commonly known as the New York Condominium Act.

The Sponsor is EASTONE PARSONS HOLDING LLC, a New York Limited Liability Company, with an address at 33-34 Prince Street, Flushing, NY 11354. The Sponsor acquired title to the property on December 16, 2019.

The Plan delivered to prospective purchasers contains all of the material terms of the transaction. Copies of the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the plan will be available for inspection without charge, as for copying at a reasonable charge to prospective purchasers and their Attorneys at the site whenever the on-site sales office is open and at the office of the Selling Agent or Sponsor.

2. The Building:

Sponsor is constructing the Building, which will consist of seven floors, a cellar and sub-cellar. There are 175 residential units on Second to Seventh Floor, nineteen (19) community facility units located on the 1st Floor, seventy-nine (79) parking spaces in the cellar, and seventy-five (75) parking spaces in the sub-cellar. The sub-cellar will also have a Bike Storage Room, Superintendent's Office, and Building Storage room. The cellar will also have a Refuse Room, Water Room, Electrical Room, Laundry Room, and Building Storage Room.

The building is specified to be approximately 75'-0" from grade at the average property line along the entire street frontage of the zoning lot to the top of the slab of the main roof, and approximately 16'-0" to the top of the bulkhead roof. Floor to ceiling height is measured from the top of floor slab to the bottom of the ceiling slab. The building's foundation shall have reinforced concrete foundation walls, columns and shear walls are specified to be supported by spread footings/mats bearing directly on 3tsf and 2.5tsf soil.

The Common Areas are not offered for sale. The prices of the Units are stated in Schedule A. Sponsor shall obtain a temporary or permanent Class A residential Certificate of Occupancy, which shall cover each Unit prior to the closing of title to such unit. In the event

that a permanent Certificate of Occupancy has not been obtained by such closing, Sponsor is subsequently obligated to obtain same.

The Building will be of Type IIA construction. The building is now approximately 50% complete and is estimated to be completed by January 1, 2025. The estimated date for commencement of condominium operations is January 1, 2025.

Subject to compliance with all laws, including, without limitation, the Certificate of Occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, the Community Facility Units may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purposes. Examples of community facility uses include, but are not limited to, a school, religious institution, library, medical center, day care, non-commercial recreation centers, non-commercial art gallery, and a museum. The Community Facility Unit may not be used for any:

- an establishment of any type or nature which uses any portion of a Unit (i) to sell, afford, or permit on premises sexual stimulation or sexual liaisons; (ii) to permit or present obscene, nude, or semi-nude performances, modeling, or sexual services, (iii) to sell or display "rubber goods" or other sexual or erotic products not commonly found in national chain pharmacies; or (iv) to sell, display, rent, or permit the viewing of "X" rated videos, photographs, books, products, or other material
- a facility for the sale of paraphernalia for the use of illicit drugs or controlled substances not commonly found in national chain pharmacies
- an office, clinic, or other facility for drug rehabilitation or treatment center
- a military recruitment office
- a homeless shelter, soup kitchen, or similar use
- any form of spiritualist services, such as a gypsy, fortune teller, palm reader, or card reader
- a laboratory or facility which creates or handles medical or toxic waste
- a funeral parlor, chapel, or facility for the sale or display of tombstones or monuments or other death-related business, including cremation or euthanasia
- a labor union
- a messenger service
- a warehousing or storage facility
- a dry cleaning or other laundry facility or any business that uses toxic chemicals in the normal course of business
- a dating or escort service
- an office or other facility for any local, state, or federal governmental agency
- any use of "barkers" or other similar outdoor solicitation
- a pawn shop
- an off-track betting parlor
- the sale or grooming of pets
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like
- a massage parlor

3. The Units:

One hundred and seventy-five (175) residential Units, nineteen (19) Community Facility Units, 152 Parking Units are being offered as condominium units in accordance with this Offering Plan at the prices noted in the section titled "*Schedule A."* These prices have been established solely by Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

The ceiling height of the Residential Units, measured from the top of the floor slab to the bottom of the ceiling slab or drop ceiling is specified to vary from approximately 7'-9" to 9'-9". Ceiling heights in kitchens, bathrooms, and foyers may vary at soffits and dropped ceilings. Ceiling heights in the public corridors may vary from overall Unit floor to ceiling heights above. At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the above stated heights and may also vary slightly from room to room.

The Residential Unit's kitchen cabinets are to be wood veneer and plastic laminate finish. The wood flooring is specified to be Camaret Oak, Style number: 203UV, Color name: Sherwood 5010, Color number: 00305, Manufactured by Shaw Contract. The Residential Units shall come equipped with Dishwasher, Refrigerator, Gas Cooktop and Oven, Range Hood, and Washer and Dryer.

If the Sponsor makes a bulk sale of some or all of its unsold units (twenty percent (20%) or more of the total number of units in the condominium, whichever is less), the transferee successor Sponsor is bound by Sponsor's representation regarding its commitment to sell units as well as all other obligations of the Sponsor.

It is the Sponsor's intention to sell all the 175 offered Residential Units, the 19 Community Facility Units and 152 parking units in the sub-cellar and cellar. Sponsor has obtained construction financing from Cathay Bank. There are no lender-imposed requirements regarding the minimum number or percentage of units that must be under contract before the plan can be declared effective.

The Purchaser of a Unit (Unit Owner) owns his or her Unit outright and is entitled to exclusive possession of that unit together with an interest in and right to use the common elements, and exclusive right to use limited common elements (the terraces in this offering). Each Purchaser will own his or her Unit similarly in many respects to the manner in which a private homeowner owns a home. (References to gender in the Offering Plan shall be deemed to be plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in State of New York.) A Unit owner is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the Land upon which the Units are built, the exterior walls and the roofs (collectively, called Common Elements). Each Unit Owner's proportionate share (Common Interest) of the Common Elements has been determined pursuant to New

York Real Property Law Sections 339-i and 339-m. Unit Owners must pay Common Charges in accordance with the New York Condominium Act, Real Property Law Sections 339(i) & (m). Any portion of the Land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others are known as Limited Common Elements. Unit Owners have the exclusive right to use the limited Common Elements, (the balconies and terraces – see *Schedule A*) which are appurtenant to their Unit.

Each Unit Owner must comply with the Declaration, By-Laws, Rules & Regulations, and other requirements of the Condominium Board of Managers.

The Board of Managers has authority to manage the condominium, and Unit Owners vote for the Board of Managers.

Each Unit Owner is generally permitted to mortgage his or her Unit on the terms and in such amount as he or she chooses. A Unit is not subject to the lien of any mortgage placed by any other Unit Owner on his or her Unit.

A Unit can be occupied by the Purchaser of the Unit and/or any Family Member, principal, or employee of Purchaser or its Affiliates.

A Unit Owner can alter and decorate the interior of the Unit as he or she desires, subject to local codes. A Unit Owner is obligated for the cost of his or her own interior decoration, maintenance, and repair after closing.

Cellar and terrace/balcony spaces are uninhabitable and may not be legally used as bedroom/dining/living space and to do so may result in a building code violation. For a Further discussion, see section titled "Description of Property and Specifications".

The Condominium Board does not have the right to approve or disapprove purchasers.

After each Unit has been separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes. A Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for Sponsor, a Unit Owner, like a home owner, may deduct from his or her income for income tax purposes his or her real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him or her provided such Unit is used by the Owner as a principal or second home. Any purchaser who does not intend to use the Unit as a principal or second home should consult with his or her own tax adviser. The Board of Managers of the Condominium will assess charges (called Common Charges) against each Unit Owner for the Maintenance of the Common Elements and for the operating costs of the Property (called Common Expenses), as provided in New York Real Property Law Section 339-i and 339-m and as described in the subsection titled "*Notes to Schedule B."*

Water and sewer service will be provided by the City of New York. Any water consumed in the Community Facility Unit will be separately sub-metered, and the charges for such water and the corresponding sewer rents will be paid for by the Owners of such space or

their tenants. The charges for water and sewer services provided to the Residential Units and in the Residential Limited Common Elements of the building will be levied on the basis of Master City Meter and borne by the Residential Unit Owners as provided in the Building Operating Budget. A single 6" dedicated water service connection on Parsons Blvd supplies all domestic water fixtures. A single 6" dedicated fire sprinkler and standpipe combination service connection on Parsons Blvd supplies all fire sprinklers and standpipes. Sanitary and storm service is specified to be provided by a pair of 8" Sanitary/Storm Sewer lines that connect to the 45" city combined sewer main on Parsons Blvd. A 5310 cu. ft. detention tank is provided at cellar level for storm water.

Delivery of gas will be provided by Con Edison. The cost of the gas consumed in the balance of the Residential portion of the building, (including all gas used for cooking, corridor AC heating, domestic hot water heater plant, rooftop grille, cellar laundry dryer), will be collectively metered for all residential units and be allocated to each as noted in the Building Operating Budget, described elsewhere in this prospectus. Any gas consumed in the Community Facility Unit will be separately sub-metered, and the charges for such gas consumption will be paid for by the Owners of such space or their tenants.

Delivery of electricity will be provided by Consolidated Edison Company, ("Con Edison"), a publicly-regulated company. Each Residential dwelling Unit will be submetered through a computerized metering system and the cost of electrical consumption in each residential unit shall be borne by the respective unit owner. Common areas are metered collectively. Any electricity consumed in each Community Facility Unit will each be separately metered directly by Con Ed.

As previously stated, each Unit Owner will be responsible for maintaining his or her own Unit and for making repairs within his or her own Unit. Each Unit Owner may obtain, at his or her own cost, casualty, and liability insurance in connection with his or her respective Unit subject to the terms of the By-Laws. As described in the Notes to Schedule B, the cost of maintaining and repairing the Common Elements shall be shared by all Unit Owners. Each Unit Owner shall have the same rights of access to, use of and benefit of the Common Elements. The cost of maintaining and repairing the Limited Common Elements (balconies), other than structural repairs, shall be paid by the Unit Owner or Unit Owners with exclusive access to the Limited Common Element. The Board of Managers shall have the duty of obtaining casualty and liability insurance on behalf of the Condominium.

The plan delivered to prospective purchasers contains all of the material terms of the transaction. Copies of the plan, all documents referred to in the plan and all Exhibits submitted to the Department of Law in connection with the filing of the plan will be available for inspection and copying at a reasonable charge at the Department of Law. Also, the plan will be available for copying at a reasonable charge to prospective purchasers and their attorneys at the site whenever the on-site sales office is open and at the office of the selling agent or sponsor.

A Unit may be purchased by a natural person, corporation, partnership or limited liability company.

All equipment and fixtures contained in a Unit (including but not limited to stoves, refrigerators, and other appliances and fixtures disclosed in the Description of Property and Specifications) are included in the price of the Unit.

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

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

4. Board of Managers:

The Board of Managers of the Condominium shall be elected by the Unit Owners (including Sponsor and Sponsor designees as to Units owned by them) with the number of votes allocated to each Unit Owner determined by his or her percentage of Common Interest. The Board of Managers of the Condominium shall be elected by the Unit Owners (including Sponsor and Sponsor designees as to Units owned by them) with the number of votes allocated to each Unit Owner determined by his or her percentage of Common Interest. The Board of Managers shall have authority to manage and administer the affairs of the Condominium, including, without limitation, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Sponsor may have voting control of the Board of Managers if Sponsor and Sponsor-designees, as Unit Owners of Unsold Units, control units which constitutes more than fifty percent (50%) of the common interest. Sponsor will relinquish voting control of the Board of Managers if Sponsor and Sponsor-designees own units which constitute less than 50% of the percent common interest, or from two years from the date of the first unit closing, whichever occurs first. Until Sponsor and Sponsor-designees convey title to all Units, but in no event later than five (5) years after the date of the First Unit Closing, Sponsor has the right to veto certain actions of the Board of Managers. Please see the section titled "*Rights and Obligations of the Board of Managers/Summary of By-Laws"* for further discussion.

This Offering Plan provides that until Sponsor and Sponsor-designees convey title to units representing 75% of the common interest, Sponsor may exercise veto power over expenses except those expenses described in schedule "B" or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to

remedy any work order by an insurer. Sponsor's power to veto other expenses ends 5 years after the closing of the first unit, or whenever the unsold units are less than 25% of the common interest, whichever is sooner. See Section titled "*Control by Sponsor."*

5. Miscellaneous:

Units may be purchased either by natural persons 18 years of age or older or by a duly formed limited liability company, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York, provided they or their principals use the Unit as their primary residence.

Parts I and II of the Offering Plan, including all Schedules, and Parts A, B, C and D of the Exhibits submitted to the Department of Law, constitute the entire offering of these condominium units and are intended to disclose all the material terms of the transaction. Parts A, B, C and D of the Exhibits will be available for inspection without charge and for copying at a reasonable charge by prospective Purchasers and their attorneys at the on site sales office at all times such office is open. All documents forming a part of this Offering Plan are important. It is suggested that you consult your own attorney or financial advisor before purchasing a Unit and provide such person with a copy of this Offering Plan.

**THE PURCHASE OF A CONDOMINIUM 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 AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.**

## CERTAIN DEFINITIONS:

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| Affiliate | - An Affiliate of, or Affiliated with, a specified corporation or partnership, shall mean a corporation or partnership that directly or indirectly, through one or more intermediaries, controls or is controlled by, or in under common control with, the corporation or partnership specified. |
| Appurtenant Interest | - With respect to any Unit, the undivided interest of the owner thereof, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium. |
| Board of Managers | - The governing board of the Condominium that represents the Unit Owners and manages the Condominium pursuant to the provisions of the By-Laws and of the Offering Plan. The Board is composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest. |
| Building | - The structure known as Eastone Plaza Condominium constructed or being constructed at 38-20 Parsons Boulevard, Flushing , NY 11355 |
| By-Laws | - Refers to the By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan. |
| Closings | - Refers to the time, place and procedure by which fee title to the unit in question is conveyed to the Purchaser pursuant to a Purchase Agreement. |
| Closing Date | - Refers to date on which Closing occurs. |
| Common Charges | - Each Unit's proportionate share of the Common Expenses in accordance with its Common Interest. |
| Common Elements | - All portions of the Property other than the Units, including without limitations: |

(a) The land on which the Buildings are located;

(b) All foundations, columns, girders, beams, supports, bearing walls, exterior walls and roofs, attics, concrete and masonry at the exterior face of the Building; (b) those portions of the walls and partitions dividing the Units from exterior walls, corridors, stairs or other Units located beyond the center line of partitions enclosing the Units; and (c) the concrete floor and beams, including any framing attached to the structure from which Drywall ceiling is attached on the first floor and basement floor, (d) those portions of the exterior walls including and beyond the Unit side of the concrete block walls at the exterior face of the Building; and (e) the concrete floor to and including the underside of the concrete floor to and including the foundation; roofs, corridors, halls, stairs and stairway areas; lobbies; the area designated as Superintendent's storage area; storage and utility areas; all portions of the basement which are not included within a particular Unit; laundry facilities not located within a Unit and entrances to and exits from the Building; all other areas of the first floor;

(c) Central and appurtenant installations for services such an electricity, steam, gas, hot and cold water, telephone, and refrigeration which are not included in a particular Unit;

(d) Any tanks, pumps, motors, fans, compressors, ducts sewer pipes and drainage pipes and in general all apparatus and installations existing for common use;

(e) Such facilities as may be designated as Common Elements in the Declaration; and

(f) All other parts of the Property necessary or convenient to its existence, maintenance, and safety, or normally in common use;

Common Expenses

(a) Expenses of operation of the Property, and

(b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.

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| Common Interest | - The proportionate undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration. |
| Condominium | - A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple, with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan, Condominium specifically refers to Scenery Condominium. |
| Condominium Act | - Article 9-B, Section 339-d to Section 339-ii of the Real Property Law of the State of New York, and the same may be amended from time to time. |
| Condominium Documents | - The Declaration, the By-Laws and the Rules and Regulations. |
| Declaration | - The instrument creating the Condominium, as may be amended from time to time, by which the Property is submitted to the provisions of the New York Condominium Act, the form of which is set forth in Part II of the Offering Plan. |
| Down Payment | - Refers to the money that a person desiring to purchase a Unit must deliver to the Sponsor at the time such person delivers an executed Purchase Agreement to the Sponsor. |
| Family Members | - The spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law, grandparents, great-grandparents, aunts, uncles, nephews and nieces of a Unit Owner who reside in such Unit Owner's Unit. |
| First Unit Closing | - The first closing of title with a bona fide Purchaser of a Unit. |
| Floor Plans | - The floor plans of the Units certified by STEPHEN B. JACOBS GROUP, PC filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto. |

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| Inspection Statement | - A memorandum of work in which the Sponsor and Purchaser agree to the work Sponsor must perform or complete in or to the Purchaser's Unit and which obligations of Sponsor shall survive the closing of title to such Unit, the form of which is attached to the form of Purchase Agreement which is set forth in Part II. |
| Institutional Mortgage | - Any first mortgage covering any Unit that in a Permitted Mortgage and the initial holder of which in either Sponsor or a Sponsor designee or an institutional lender. |
| Insurance Trustee | - A bank or a trust company, in either event having both an office in the City of New York and a capital surplus of $500,000,000 or more, from time to time appointed to serve as such by the Board of Managers. |
| Land | - All that certain tract, plot, piece and parcel of land situated, lying and being in the City of New York, County of Queens and State of New York, as more particularly described in Exhibit A to the Declaration. |
| Law | - The laws and ordinances of any or all of the Federal, New York State, New York City, Queens County and Borough of Queens, governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law. |
| Limited Common Elements | - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner. |
| Majority | - As may be specified herein or in the Declaration or by the By-Laws with respect to any matter or matters, a majority of Unit Owners means more than fifty percent in Common Interest in the aggregate. As may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, any specified percentage of Unit Owners means such percentage in Common interest in the aggregate. |

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| Managing Agent | - Refers to the Board of Managers of Scenery Condominium or its successor in such capacity. |
| Mortgage Representatives | - The representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of paragraph (B) of Section 8.6 of the By-Laws. |
| Offering Plan | - The document, as may be amended from time to time, filed with the New York State Department of Law which describes the Property and pursuant to which individual Units in the Condominium are offered for sale. |
| Operation of the Property- | The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements. |
| Permitted Mortgage | - Any mortgage covering a unit that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws. |
| Permitted Mortgagee | - Any holder of a Permitted Mortgage at the time in question. |
| Person | - A natural person, corporation, partnership, association, trustee or other legal entity. |
| Power of Attorney | - The document which is set forth in Part II of the Offering Plan, signed by Unit Owners, which appoints:<br><br>(i) the Board of managers as attorney-in-fact to acquire or lease, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon, together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine and to amend the Declaration, and By-Laws as authorized therein, and<br><br>(ii) the Sponsor as attorney-in-fact to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney. |

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| Property | - Includes the Land, the Building and all other improvements thereon, owned (subject to the title exceptions described herein) in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York Condominium Act. |
| Purchase Agreement | - Refers to the contract of purchase and sale for a Unit as set forth in Part II of the Offering Plan. |
| Purchaser | - Any Person who has entered into an agreement with Sponsor to purchase any Unit. |
| Recording Officer and Recording or Recorded | - Shall have the meanings stated in Section 290 of the New York Real Property Law. |
| Rules and Regulations | - The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws. |
| Selling Agent | - EASTONE PARSONS HOLDING LLC, with an office at 33-34 Prince Street, Flushing, NY 11354. |
| Special Assessments | - The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata in accordance with their respective interests (except as otherwise provided in the Declaration or in the By-Law), in accordance with paragraph (c) of Section 6.1 of the By-Laws. |
| Sponsor | - EASTONE PARSONS HOLDING LLC, a New York Limited Liability Company with an office at 33-34 Prince Street, Flushing, NY 11354. |
| Sponsor-designee | - Any Person designated by Sponsor to hold title to any Unsold Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to |

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| | all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a Sponsor-designee. |
| Time is of the Essence | - means that if any default is not cured within the applicable grace period, Sponsor may elect (but is not obligated) to cancel the Purchase Agreement and retain the Down Payment, with interest, if any, as liquidated damages. |
| Unavoidable Delays | - Shall mean delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees or contractors of Sponsor), civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, war, act of the public enemy, riot, sabotage, blockade, embargo, shortage of or failure or inability to secure materials or labor, or lightning, earthquake, fire, storm, hurricane, flood washout, explosion, act of God or any cause whatsoever beyond the reasonable control of Sponsor whether or not similar to any of the causes hereinabove stated; provided, however, that for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond the control of Sponsor. |
| Unit | - Any apartment in the Building designated as a Unit and owned in fee simple absolute. |
| Units | - The Condominium contains one hundred seventy-five (175) residential apartments units, nineteen (19) Community Facility units, seventy-nine (79) parking spaces in the cellar, and seventy-five (75) parking spaces in the sub-cellar, defined and located on floors numbered Cellar, and One (1) through Seven (7) which Units are more particularly described in Article 5 of, and Exhibit B to, the Declaration and in the Floor Plans. |
| Unit Deed | - The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute. |
| Unit Designation | - The number, letter or combination thereof or other official designations conforming to the tax lot |

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| | number, if any, designating the Unit in the Declaration and on the Floor Plans. |
| Unit Owner | - The Person or Persons owning a Unit in fee simple absolute. Collectively, Unit Owners means the respective owners of the Units. |
| Unsold Units | - Any Unit owned by Sponsor or Sponsor-designee at the time in question. |

## DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS:

1. The Property:

The Property consists of one hundred seventy-five (175) residential units, nineteen (19) community facility units located on the 1st Floor, seventy-nine (79) parking spaces in the sub-cellar, and seventy-five (75) parking spaces in the cellar. It is a newly constructed building consisting of seven (7) floors, a cellar and sub-cellar. It was acquired by the Sponsor on December 16, 2019. A detailed description of the property with specifications prepared by Stephen B. Jacobs Group, PC is included in Part II of the Offering Plan. Prior to construction, the property was a religious building.

The Property will be improved and the building constructed in accordance with all applicable building and zoning laws and requirements, which apply. The applicable zoning resolutions are the zoning resolutions of the City of New York and the Building Code of the Building Department of the City of New York.

The entire project including all the units and the common elements will be completed on or about January 1, 2025, with condominium operations to commence on or about January 1, 2025.

The Land is located on the corner of 38th Avenue and Parsons Boulevard. The Land and Premises begin at the point at the corner formed by the intersection of 38th Avenue and the westerly side of Parsons Boulevard. The site is located on the northwest corner of 38th Avenue and Parsons Boulevard. The site has a frontage of 292' along Parsons Boulevard and a frontage of 150' along 38th Avenue. The site has an area of approximately 43,800 square feet.

No roads are being constructed by the Sponsor. It is designated as Tax Lot 31 in Block 5022 of the Borough of Queens on the Tax Map of the City of New York. Prior to construction, the lot was improved by a religious structure.

2. The Building:

Sponsor is constructing the Building, which will consist of seven floors, a cellar and sub-cellar. There are 175 residential units on Second to Sixth Floor, nineteen (19) community facility units located on the 1st Floor, seventy-nine (79) parking spaces in the sub-cellar, and seventy-five (75) parking spaces in the cellar. The sub-cellar will also have a Bike Storage Room, Superintendent's Office, and Building Storage room. The cellar will also have a Refuse Room, Water Room, Electrical Room, Laundry Room, and Building Storage Room.

The building was built under new building application with the application #421133464 which was approved on 12/14/2021. The proposed building consists of 175 residential units on Second to Sixth Floor, nineteen (19) community facility units located on the 1st Floor, seventy-nine (79) parking spaces in the sub-cellar, and seventy-five (75) parking spaces in the cellar. The sub-cellar will also have a Bike Storage Room,

Superintendent's Office, and Building Storage room. The cellar will also have a Refuse Room, Water Room, Electrical Room, Laundry Room, and Building Storage Room.

The main entrance to the Building is at the first floor level which fronts onto 38th Avenue. The mail will be delivered to mail boxes on the front of the building. Deliveries will be made through the main entrance.

Water and sewer service will be provided by the City of New York. Any water consumed in the Community Facility Unit will be separately sub-metered, and the charges for such water and the corresponding sewer rents will be paid for by the Owners of such space or their tenants. The charges for water and sewer services provided to the Residential Units and in the Residential Limited Common Elements of the building will be levied on the basis of Master City Meter and borne by the Residential Unit Owners as provided in the Building Operating Budget. A single 6" dedicated water service connection on Parsons Blvd supplies all domestic water fixtures. A single 6" dedicated fire sprinkler and standpipe combination service connection on Parsons Blvd supplies all fire sprinklers and standpipes. Sanitary and storm service is specified to be provided by a pair of 8" Sanitary/Storm Sewer lines that connect to the 45" city combined sewer main on Parsons Blvd. A 5310 cu. ft. detention tank is provided at cellar level for storm water.

Delivery of gas will be provided by Con Edison. The cost of the gas consumed in the balance of the Residential portion of the building, (including all gas used for cooking, corridor AC heating, domestic hot water heater plant, rooftop grille, cellar laundry dryer), will be collectively metered for all residential units and be allocated to each as noted in the Building Operating Budget, described elsewhere in this prospectus. Any gas consumed in the Community Facility Unit will be separately sub-metered, and the charges for such gas consumption will be paid for by the Owners of such space or their tenants.

Delivery of electricity will be provided by Consolidated Edison Company, ("Con Edison"), a publicly-regulated company. Each Residential dwelling Unit will be submetered through a computerized metering system and the cost of electrical consumption in each residential unit shall be borne by the respective unit owner. Common areas are metered collectively. Any electricity consumed in each Community Facility Unit will each be separately metered directly by Con Ed.

The Building is being constructed in accordance with all applicable zoning and building laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements. This includes all lot-line windows, which are built in full compliance will all applicable building codes and regulations. All units that may be affected meet light and ventilation requirements even without the use of such lot line windows. For greater detail, see section titled "*Description of Property and Specifications."*

The approximate construction timetable for completion of the first Unit, the remaining units, related sections of the condominium, recreational facilities and amenities is January 1, 2025 with a condominium start date of on or about January 1, 2025.

Water is furnished by the City of New York Water Distribution System and is obligated to the condominium owners in common. One common water meter is provided as common charge to the condominium of the building together with the sewer charge collectively. The Sponsor reserves the right to install sub-metered and the condominium board will bill each unit accordingly.

Each unit will be equipped with a washer, dryer and dishwasher. There are no laundry facilities in the common areas. The building has a refuse room on cellar floor. The deposited refuse will be managed to put on a proper location at sidewalk curb; on the scheduled days for pick up by the New York City Department of Sanitation.

The bike room on the sub-cellar has seventeen (17) bike racks which can hold five bikes per rack, giving a total of 85 bike spaces in the bike room.

3. The Units:

The floors in the Units will be wood flooring, along with wood flooring in the kitchen. The bathroom floors and the area around the bathtubs in a Unit will be porcelain tile. The bathroom faucet shall be American Standard Polished Chrome, the Bathroom Sink shall be American Standard White, the Bathroom Toilet shall be American Standard White, and the Bathroom Shower shall be American Standard Polished Chrome, or their equivalent. The Living/Dining Room, Bedroom, closets and hallways of the Residential Units will have wood flooring.

Each kitchen in a Unit will be wood flooring, with cabinets and counters, a Dishwasher, Refrigerator, Gas Cooktop and Oven, Range Hood, and Washer and Dryer as set forth in greater detail in the section titled "*Description of Property and Specifications."*

Potable water will be supplied via New York City public water system. One (1) 6" domestic water service will be provided from Parsons Blvd. Service will be provided with a master water meter, strainer, and backflow preventer. The water will then feed into duplex boost pumps with two sub-meters. One for all residential units and one for all community facilities. The building will be provided with hot water through the roof central domestic hot water generation plant. The domestic water will feed from the domestic water incoming service via duplex domestic water booster pumps. Domestic water pressure will be maintained to provide a minimum of 25 psi at all fixtures. Maximum pressure will be limited to 85psi.

The building shall have hot water heater generation plant can produce minimum 1800 gallon 140ºF (from 40 to 140ºF) hot water per hour with two 300 gallon storage tank.

The Condominium shall use Natural Gas. Two (2) gas meters will be provided for residential and commercial space. The piping material shall be Schedule 40 black steel piping with malleable iron fittings for 3" and smaller is threaded, 4" and larger is welded with standard weight welded fittings.

The Condominium's Air-Conditioning system shall be a VRV Heat Pump, Roof Top Packaged Unit. The enclosure heat transmission minimum coefficient is based on NYCECC 2020.

All dimensions are approximate. Living areas, specifications, and materials may vary due to Construction field conditions, requirements, and availabilities. Square footages of the units are measured to exterior side of glass or the exterior walls at building line and/or property line; to the midpoint of the interior walls and partitions separating one unit from another unit; to the exterior of the walls and partitions separating the unit from the public corridor; or the midpoint of walls and partitions separating a unit from stairs, elevators and other Mechanical equipment spaces or any common elements. Exterior terrace area is measured from the exterior face of the unit wall to the exterior side of the terrace wall or railing. Square footages shown exceed the useable floor area. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. The method of measurement is applicable to all Units.

Except as otherwise provided in the Offering Plan, Sponsor shall obtain either a temporary or permanent Class A. Certificate of Occupancy, which shall cover each Unit prior to the closing of title to such Unit. If a permanent Certificate of Occupancy has not been obtained by such closing, Sponsor is subsequently obligated to obtain same. For further discussion, see section titled "*Rights and Obligations of Sponsor."*

If, at the time of closing of title to a Unit, Sponsor has only obtained a temporary Class A Certificate of Occupancy covering such Unit, then Sponsor shall retain in the special escrow account required by GBL Section 352-e(2) (b) an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost for such Unit of obtaining a permanent Class A residential Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent Class A residential Certificate of Occupancy covering such Unit and may be reduced from time to time based upon such architect's opinion of the remaining costs. Alternatively, Sponsor shall have the options of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined.

4. Telephone:

Each Unit Owner will be required to procure and pay telephone and internet charges with respect to the Unit, directly to the telephone or internet company providing such service. The telephone and internet charges with respect to Residential Common Elements will be borne by the Residential Unit Owners as a Residential Common Expense. Raceways will be provided between the incoming telephone room on cellar level and each Residential Unit so that telephone/internet service can be secured.

5. Cable Television:

All Residential Units, and the future Community Facility areas will be able to acquire cable television services from one or more third party providers. Each Unit Owner will be obligated to procure and pay for all charges for cable television service, including subscription charges directly to the provider.

6. Intercom & Security:

Each Residential Unit will be provided with an intercom tenant station permitting the unit owner to communicate verbally with residential lobby front desk. The intercom system will be manufactured by Aiphone or equal.

The building is also equipped with access control & door monitoring devices at selected entries and exits in the common areas. Lobby front desk is able to monitor the status of the door and get notified when there is forced entry into the building/ secured areas. Closed circuit television camera will monitor selected entrances, corridors, common areas, and elevators with viewing monitors at the residential lobby front desk. The cameras will be designed to cover the immediate area within view of the camera and will not necessarily cover all of the area involved.

Lighting is specified to be furnished to the public areas of the building. LED fixtures are specified to be provided at all Mechanical and Utility Rooms, back of the house areas and service corridors. Emergency lighting are specified to be provided in stairs and public corridors.

7. Amenities:

Amenity spaces designated for use by the unit owners and their guests will be located the second floor and roof level. Sponsor makes no guarantee that the amenities shall be completed at the time of the first closing. Purchasers are advised that they are obligated to close even if the amenities are not yet completed at time of closing. See plans for sizes of spaces, maximum allowable occupants.

Second Floor:

- Lounge
- Gym
- Outdoor Exercise Area
- Children's Play Room
- Business Center
- Conference Roof
- Outdoor Terrace
- Roof Level
- Outdoor Terrace

Roof Level:

- Outdoor Terrace

8. Parking:

The Condominium has seventy-nine (79) parking units in the sub-cellar and seventy-five (75) parking units in the cellar. Parking Space 8 has been designated as a handicapped parking space and will be the last parking space sold if it has not previously been sold to a purchaser who

themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Space 8 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking space, said unit owner has the right to demand that the owner of the Parking Space 8 trade the handicapped parking space he/she owns with said handicapped owner. In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking space, said unit owner has the right to demand that the owner of Parking Space 2 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer. The owner of Parking Space 2 must comply with the aforementioned demand upon thirty (30) days written notice. If the parties cannot agree on the fair market value of Parking Space 2 then the parties agree to submit the matter to binding arbitration in accordance with Article 10 of the By-Laws of the condominium. For a further discussion, See the By-Laws.

9. Elevator

There are (4) elevators in the building. PE-1 (3500#), PE-2 (2500#), PE-3 (2500#), serve the residential areas of the building, running from sub-caller level to the roof level. PE-1, PE-2, PE-3 are specified to be Kone Monospace 500. PE-1 and PE-2 are front opening only, PE-3 is a front and rear opening cab, with rear access at the first floor service corridor. PE-4 (3500#) serves the Community facility area, running from cellar level to the second floor terrace level. PE-4 is specified to be Kone Ecospace 500 with a front and rear opening car.

10. Auxiliary Facilities

There shall be one (1) public laundry room is specified, as part of the amenities in the Cellar. There will be two (2) washer/gas powered dryers operated by card. The Laundry Room in the Cellar is mechanically ventilated with outdoor air supply and exhaust. Within the individual residential units, laundry closets are provided with electric washer and dryer units.

There are refuse chutes located in the corridors of each floor. The refuse chute itself leads down to refuse compactors located in the Cellar. There is one (1) compactor, specified as PCS KIK 20 by Refuse Compaction Systems or equal, will be located in the cellar. The Building maintenance staff will be responsible for the removal of refuse from compactor room to the street. Refuse removal will be done by the New York City Department of Sanitation on a regularly scheduled basis.

A bicycle room is located on the lobby level of the building. Specified bicycle racks are designed to hold a total of (89) bikes in 842 sf. Access to the bicycle room is specified to be card reader access.

There is one (1) package room adjacent to the residential lobby.

## LOCATION AND AREA INFORMATION

The property is located in Flushing section of Queens, City and State of New York. It is situated at the corner of 38th Avenue and Parsons Boulevard.

The surrounding area is a mixture of small residential buildings, small businesses and medium sized apartment buildings and retail stores. The property is in close proximity to public transportation and main roadways. Neighborhood amenities include shopping, schools and public transportation.

As the property is located within the City of New York, all municipal services are provided by the City of New York. These include police, fire, water, sanitation, snow removal and road maintenance services.

The site is located in R6 Zone and Use Group 2 (Residential) and 4 (Community Facility) are permitted. The building does not have landmark status and the building is not located in a landmark district.

Neither Sponsor nor any of Sponsor's principals own, in whole or in part, or have an option or right to acquire, in whole or in part, any adjoining areas that are not fully developed.

There are not any current or future uses of adjacent or nearby buildings or land which a reasonable purchaser would find offensive or objectionable.

The surrounding area is a mixture of small to medium sized apartment buildings, one and two family homes and commercial buildings.

Closest Public Schools are PS 020 John Bowne Middle School, at 142-30 Barclay Avenue, Flushing, NY 11355, Flushing High School, at 35-01 Union Street, Flushing, NY 11354, and JHS 189Q Daniel Carter Bear, at 144-80 Barclay Avenue, Flushing, NY 11355.

Nearest Park is the Bowne Playgrounds (0.6 miles). Nearest Library is the at Main Street & Kissena Boulevard (0.6 miles).

As the property is located within the City of New York, all municipal services are provided by the City of New York. These include police, fire, water, sanitation, snow removal and road maintenance services.

Neither Sponsor nor any of Sponsor's principals own, in whole or in part, or have an option or right to acquire, in whole or in part, any adjoining areas that are not fully developed.

Any change in this information that occurs while sales are continuing will be disclosed in an amendment within 30 days after the Information becomes known to the Sponsor.

# SCHEDULE "A" - OFFERING PLAN AND RELATED INFORMATION

# EASTONE PLAZA CONDOMINIUM

**OFFERING PRICES AND RELATED INFORMATION**

**January 1, 2025 to December 31, 2025**

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year |
| | | | | Storage (S) | | | | | | | |
| CF1 | 0 & 1 | $ 1,167,000.00 | 1,167 | n/a | 0.694% | $189.22 | $2,270.60 | $1,366.63 | $16,399.52 | $1,555.84 | $18,670.13 |
| CF2 | 0 & 1 | $ 2,579,000.00 | 2,579 | n/a | 1.533% | $418.16 | $5,017.90 | $3,020.16 | $36,241.96 | $3,438.32 | $41,259.86 |
| CF3 | 0 & 1 | $ 1,677,000.00 | 1,677 | n/a | 0.997% | $271.91 | $3,262.90 | $1,963.87 | $23,566.41 | $2,235.78 | $26,829.31 |
| CF4 | 0 & 1 | $ 1,645,000.00 | 1,645 | n/a | 0.978% | $266.72 | $3,200.64 | $1,926.39 | $23,116.72 | $2,193.11 | $26,317.36 |
| CF5 | 0 & 1 | $ 1,692,000.00 | 1,692 | n/a | 1.006% | $274.34 | $3,292.08 | $1,981.43 | $23,777.20 | $2,255.77 | $27,069.29 |
| CF6 | 0 & 1 | $ 1,452,000.00 | 1,452 | n/a | 0.863% | $235.43 | $2,825.12 | $1,700.38 | $20,404.55 | $1,935.81 | $23,229.67 |
| CF7 | 0 & 1 | $ 1,522,000.00 | 1,522 | n/a | 0.904% | $246.78 | $2,961.32 | $1,782.35 | $21,388.24 | $2,029.13 | $24,349.56 |
| CF8 | 0 & 1 | $ 1,563,000.00 | 1563 | n/a | 0.929% | $253.42 | $3,041.09 | $1,830.37 | $21,964.40 | $2,083.79 | $25,005.49 |
| CF9 | 0 & 1 | $ 1,412,000.00 | 1412 | n/a | 0.839% | $228.94 | $2,747.29 | $1,653.54 | $19,842.44 | $1,882.48 | $22,589.74 |
| CF10 | 0 & 1 | $ 1,537,000.00 | 1537 | n/a | 0.913% | $249.21 | $2,990.50 | $1,799.92 | $21,599.03 | $2,049.13 | $24,589.53 |
| CF11 | 0 & 1 | $ 2,588,000.00 | 2588 | n/a | 1.538% | $419.62 | $5,035.41 | $3,030.70 | $36,368.44 | $3,450.32 | $41,403.85 |
| CF12 | 0 & 1 | $ 1,427,000.00 | 1427 | n/a | 0.848% | $231.37 | $2,776.48 | $1,671.10 | $20,053.23 | $1,902.48 | $22,829.71 |
| CF13 | 0 & 1 | $ 2,044,000.00 | 2044 | n/a | 1.215% | $331.41 | $3,976.96 | $2,393.65 | $28,723.76 | $2,725.06 | $32,700.72 |
| CF14 | 0 & 1 | $ 2,137,000.00 | 2137 | n/a | 1.270% | $346.49 | $4,157.91 | $2,502.56 | $30,030.66 | $2,849.05 | $34,188.57 |
| CF15 | 0 & 1 | $ 1,976,000.00 | 1976 | n/a | 1.174% | $320.39 | $3,844.66 | $2,314.01 | $27,768.17 | $2,634.40 | $31,612.83 |
| CF16 | 0 & 1 | $ 1,241,000.00 | 1241 | n/a | 0.737% | $201.22 | $2,414.58 | $1,453.29 | $17,439.43 | $1,654.50 | $19,854.01 |
| CF17 | 0 & 1 | $ 1,251,000.00 | 1251 | n/a | 0.743% | $202.84 | $2,434.04 | $1,465.00 | $17,579.95 | $1,667.83 | $20,013.99 |
| CF18 | 0 & 1 | $ 2,096,000.00 | 2096 | 82 (S) | 1.246% | $339.84 | $4,078.14 | $2,454.54 | $29,454.50 | $2,794.39 | $33,532.64 |
| CF19 | 0 & 1 | $ 1,811,000.00 | 1811 | n/a | 1.076% | $293.63 | $3,523.62 | $2,120.79 | $25,449.48 | $2,414.42 | $28,973.10 |
| 201 | 2 & 1 | $ 963,300.00 | 741 | 381 (T) | 0.440% | $321.14 | $3,853.62 | $643.86 | $7,726.37 | $965.00 | $11,579.99 |
| 202 | 2 & 2 | $ 1,029,600.00 | 792 | 624 (T) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 |
| 203 | 2 & 2 | $ 1,029,600.00 | 792 | 564 (T) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 |
| 204 | 1 & 1 | $ 646,100.00 | 497 | 601 (T) | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 |
| 205 | 1 & 1 | $ 681,200.00 | 524 | 304 (T) | 0.311% | $227.09 | $2,725.10 | $455.31 | $5,463.72 | $682.40 | $8,188.82 |
| 206 | 1 & 1 | $ 646,100.00 | 497 | 192 (T) | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 |
| 207 | 1 & 1 | $ 624,000.00 | 480 | 739 (T) | 0.285% | $208.02 | $2,496.27 | $417.08 | $5,004.94 | $625.10 | $7,501.21 |
| 208 | 1 & 1 | $ 702,000.00 | 540 | 411 (T) | 0.321% | $234.03 | $2,808.31 | $469.21 | $5,630.55 | $703.24 | $8,438.86 |
| 209 | 2 & 1 | $ 1,017,900.00 | 783 | 419 (T) | 0.465% | $339.34 | $4,072.04 | $680.36 | $8,164.30 | $1,019.70 | $12,236.35 |
| 210 | 1 & 1 | $ 648,700.00 | 499 | 425 (T) | 0.297% | $216.26 | $2,595.08 | $433.59 | $5,203.05 | $649.84 | $7,798.13 |
| 211 | 1 & 1 | $ 650,000.00 | 500 | 194 (T) | 0.297% | $216.69 | $2,600.28 | $434.46 | $5,213.48 | $651.15 | $7,813.76 |
| 212 | 0 & 1 | $ 562,900.00 | 433 | 88 (T) | 0.257% | $187.65 | $2,251.85 | $376.24 | $4,514.87 | $563.89 | $6,766.72 |
| 213 | 2 & 2 | $ 1,224,600.00 | 942 | 487 (T) | 0.560% | $408.24 | $4,898.94 | $818.52 | $9,822.19 | $1,226.76 | $14,721.12 |
| 214 | 1 & 1 | $ 661,700.00 | 509 | n/a | 0.302% | $220.59 | $2,647.09 | $442.28 | $5,307.32 | $662.87 | $7,954.41 |

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | | | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year | | |
| | | | | Storage (S) | | | | | | | | | |
| 215 | 1 & 1 | $ 716,300.00 | 551 | n/a | 0.327% | $238.79 | $2,865.51 | $478.77 | $5,745.25 | $717.56 | $8,610.76 | | |
| 216 | 1 & 1 | $ 704,600.00 | 542 | n/a | 0.322% | $234.89 | $2,818.71 | $470.95 | $5,651.41 | $705.84 | $8,470.11 | | |
| 217 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |
| 218 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 219 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 220 | 1 & 1 | $ 687,700.00 | 529 | n/a | 0.314% | $229.26 | $2,751.10 | $459.65 | $5,515.86 | $688.91 | $8,266.96 | | |
| 221 | 0 & 1 | $ 474,500.00 | 365 | n/a | 0.217% | $158.18 | $1,898.21 | $317.15 | $3,805.84 | $475.34 | $5,704.04 | | |
| 222 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 223 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 224 | 1 & 1 | $ 674,700.00 | 519 | n/a | 0.308% | $224.92 | $2,699.09 | $450.97 | $5,411.59 | $675.89 | $8,110.68 | | |
| 225 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |
| 226 | 1 & 1 | $ 882,700.00 | 679 | n/a | 0.404% | $294.27 | $3,531.19 | $589.99 | $7,079.90 | $884.26 | $10,611.08 | | |
| 227 | 1 & 1 | $ 877,500.00 | 675 | n/a | 0.401% | $292.53 | $3,510.38 | $586.52 | $7,038.19 | $879.05 | $10,548.57 | | |
| 228 | 1 & 1 | $ 874,900.00 | 673 | n/a | 0.400% | $291.67 | $3,499.98 | $584.78 | $7,017.34 | $876.44 | $10,517.32 | | |
| 229 | 1 & 1 | $ 738,400.00 | 568 | n/a | 0.338% | $246.16 | $2,953.92 | $493.54 | $5,922.51 | $739.70 | $8,876.43 | | |
| 230 | 2 & 2 | $ 1,068,600.00 | 822 | n/a | 0.488% | $356.24 | $4,274.87 | $714.25 | $8,570.95 | $1,070.48 | $12,845.82 | | |
| 231 | 2 & 2 | $ 1,181,700.00 | 909 | 427 (T) | 0.540% | $393.94 | $4,727.32 | $789.84 | $9,478.10 | $1,183.78 | $14,205.41 | | |
| 232 | 2 & 2 | $ 1,119,300.00 | 861 | 205 (T) | 0.512% | $373.14 | $4,477.69 | $748.13 | $8,977.60 | $1,121.27 | $13,455.29 | | |
| 301 | 2 & 1 | $ 963,300.00 | 741 | n/a | 0.440% | $321.14 | $3,853.62 | $643.86 | $7,726.37 | $965.00 | $11,579.99 | | |
| 302 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 303 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 304 | 1 & 1 | $ 646,100.00 | 497 | 83 (B) | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 | | |
| 305 | 1 & 1 | $ 681,200.00 | 524 | 83 (B) | 0.311% | $227.09 | $2,725.10 | $455.31 | $5,463.72 | $682.40 | $8,188.82 | | |
| 306 | 1 & 1 | $ 646,100.00 | 497 | n/a | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 | | |
| 307 | 1 & 1 | $ 624,000.00 | 480 | 71 (B) | 0.285% | $208.02 | $2,496.27 | $417.08 | $5,004.94 | $625.10 | $7,501.21 | | |
| 308 | 1 & 1 | $ 702,000.00 | 540 | 71 (B) | 0.321% | $234.03 | $2,808.31 | $469.21 | $5,630.55 | $703.24 | $8,438.86 | | |
| 309 | 2 & 1 | $ 1,017,900.00 | 783 | n/a | 0.465% | $339.34 | $4,072.04 | $680.36 | $8,164.30 | $1,019.70 | $12,236.35 | | |
| 310 | 1 & 1 | $ 648,700.00 | 499 | 58 (B) | 0.297% | $216.26 | $2,595.08 | $433.59 | $5,203.05 | $649.84 | $7,798.13 | | |
| 311 | 1 & 1 | $ 650,000.00 | 500 | 58 (B) | 0.297% | $216.69 | $2,600.28 | $434.46 | $5,213.48 | $651.15 | $7,813.76 | | |
| 312 | 0 & 1 | $ 562,900.00 | 433 | n/a | 0.257% | $187.65 | $2,251.85 | $376.24 | $4,514.87 | $563.89 | $6,766.72 | | |
| 313 | 2 & 2 | $ 1,224,600.00 | 942 | 100 (B) | 0.560% | $408.24 | $4,898.94 | $818.52 | $9,822.19 | $1,226.76 | $14,721.12 | | |
| 314 | 1 & 1 | $ 661,700.00 | 509 | n/a | 0.302% | $220.59 | $2,647.09 | $442.28 | $5,307.32 | $662.87 | $7,954.41 | | |
| 315 | 1 & 1 | $ 716,300.00 | 551 | n/a | 0.327% | $238.79 | $2,865.51 | $478.77 | $5,745.25 | $717.56 | $8,610.76 | | |
| 316 | 1 & 1 | $ 704,600.00 | 542 | n/a | 0.322% | $234.89 | $2,818.71 | $470.95 | $5,651.41 | $705.84 | $8,470.11 | | |
| 317 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |
| 318 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 319 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 320 | 1 & 1 | $ 687,700.00 | 529 | n/a | 0.314% | $229.26 | $2,751.10 | $459.65 | $5,515.86 | $688.91 | $8,266.96 | | |
| 321 | 0 & 1 | $ 474,500.00 | 365 | n/a | 0.217% | $158.18 | $1,898.21 | $317.15 | $3,805.84 | $475.34 | $5,704.04 | | |
| 322 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 323 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 324 | 1 & 1 | $ 674,700.00 | 519 | n/a | 0.308% | $224.92 | $2,699.09 | $450.97 | $5,411.59 | $675.89 | $8,110.68 | | |
| 325 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | | | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year | | |
| | | | | Storage (S) | | | | | | | | | |
| 326 | 1 & 1 | $ 882,700.00 | 679 | n/a | 0.404% | $294.27 | $3,531.19 | $589.99 | $7,079.90 | $884.26 | $10,611.08 | | |
| 327 | 1 & 1 | $ 877,500.00 | 675 | 487 (T) | 0.401% | $292.53 | $3,510.38 | $586.52 | $7,038.19 | $879.05 | $10,548.57 | | |
| 328 | 1 & 1 | $ 874,900.00 | 673 | T (88) | 0.400% | $291.67 | $3,499.98 | $584.78 | $7,017.34 | $876.44 | $10,517.32 | | |
| 329 | 1 & 1 | $ 738,400.00 | 568 | 194 (T) | 0.338% | $246.16 | $2,953.92 | $493.54 | $5,922.51 | $739.70 | $8,876.43 | | |
| 330 | 2 & 2 | $ 1,068,600.00 | 822 | 425 (T) | 0.488% | $356.24 | $4,274.87 | $714.25 | $8,570.95 | $1,070.48 | $12,845.82 | | |
| 331 | 2 & 2 | $ 1,177,800.00 | 906 | 720 (T) | 0.538% | $392.64 | $4,711.71 | $787.23 | $9,446.82 | $1,179.88 | $14,158.53 | | |
| 332 | 2 & 2 | $ 1,132,300.00 | 871 | 456 (T) | 0.518% | $377.47 | $4,529.69 | $756.82 | $9,081.87 | $1,134.30 | $13,611.57 | | |
| 333 | 1 & 1 | $ 705,900.00 | 543 | n/a | 0.323% | $235.33 | $2,823.91 | $471.82 | $5,661.83 | $707.15 | $8,485.74 | | |
| 401 | 2 & 1 | $ 963,300.00 | 741 | n/a | 0.440% | $321.14 | $3,853.62 | $643.86 | $7,726.37 | $965.00 | $11,579.99 | | |
| 402 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 403 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 404 | 1 & 1 | $ 646,100.00 | 497 | 83 (B) | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 | | |
| 405 | 1 & 1 | $ 681,200.00 | 524 | 83 (B) | 0.311% | $227.09 | $2,725.10 | $455.31 | $5,463.72 | $682.40 | $8,188.82 | | |
| 406 | 1 & 1 | $ 646,100.00 | 497 | n/a | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 | | |
| 407 | 1 & 1 | $ 624,000.00 | 480 | 71 (B) | 0.285% | $208.02 | $2,496.27 | $417.08 | $5,004.94 | $625.10 | $7,501.21 | | |
| 408 | 1 & 1 | $ 702,000.00 | 540 | 71 (B) | 0.321% | $234.03 | $2,808.31 | $469.21 | $5,630.55 | $703.24 | $8,438.86 | | |
| 409 | 2 & 1 | $ 1,017,900.00 | 783 | n/a | 0.465% | $339.34 | $4,072.04 | $680.36 | $8,164.30 | $1,019.70 | $12,236.35 | | |
| 410 | 1 & 1 | $ 648,700.00 | 499 | 58 (B) | 0.297% | $216.26 | $2,595.08 | $433.59 | $5,203.05 | $649.84 | $7,798.13 | | |
| 411 | 1 & 1 | $ 650,000.00 | 500 | 58 (B) | 0.297% | $216.69 | $2,600.28 | $434.46 | $5,213.48 | $651.15 | $7,813.76 | | |
| 412 | 0 & 1 | $ 562,900.00 | 433 | n/a | 0.257% | $187.65 | $2,251.85 | $376.24 | $4,514.87 | $563.89 | $6,766.72 | | |
| 413 | 2 & 2 | $ 1,224,600.00 | 942 | 100 (B) | 0.560% | $408.24 | $4,898.94 | $818.52 | $9,822.19 | $1,226.76 | $14,721.12 | | |
| 414 | 1 & 1 | $ 661,700.00 | 509 | n/a | 0.302% | $220.59 | $2,647.09 | $442.28 | $5,307.32 | $662.87 | $7,954.41 | | |
| 415 | 1 & 1 | $ 716,300.00 | 551 | n/a | 0.327% | $238.79 | $2,865.51 | $478.77 | $5,745.25 | $717.56 | $8,610.76 | | |
| 416 | 1 & 1 | $ 704,600.00 | 542 | n/a | 0.322% | $234.89 | $2,818.71 | $470.95 | $5,651.41 | $705.84 | $8,470.11 | | |
| 417 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |
| 418 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 419 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 420 | 1 & 1 | $ 687,700.00 | 529 | n/a | 0.314% | $229.26 | $2,751.10 | $459.65 | $5,515.86 | $688.91 | $8,266.96 | | |
| 421 | 0 & 1 | $ 474,500.00 | 365 | n/a | 0.217% | $158.18 | $1,898.21 | $317.15 | $3,805.84 | $475.34 | $5,704.04 | | |
| 422 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 423 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 424 | 1 & 1 | $ 674,700.00 | 519 | n/a | 0.308% | $224.92 | $2,699.09 | $450.97 | $5,411.59 | $675.89 | $8,110.68 | | |
| 425 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |
| 426 | 1 & 1 | $ 882,700.00 | 679 | n/a | 0.404% | $294.27 | $3,531.19 | $589.99 | $7,079.90 | $884.26 | $10,611.08 | | |
| 427 | 1 & 1 | $ 877,500.00 | 675 | n/a | 0.401% | $292.53 | $3,510.38 | $586.52 | $7,038.19 | $879.05 | $10,548.57 | | |
| 428 | 1 & 1 | $ 874,900.00 | 673 | n/a | 0.400% | $291.67 | $3,499.98 | $584.78 | $7,017.34 | $876.44 | $10,517.32 | | |
| 429 | 1 & 1 | $ 738,400.00 | 568 | n/a | 0.338% | $246.16 | $2,953.92 | $493.54 | $5,922.51 | $739.70 | $8,876.43 | | |
| 430 | 2 & 2 | $ 1,068,600.00 | 822 | n/a | 0.488% | $356.24 | $4,274.87 | $714.25 | $8,570.95 | $1,070.48 | $12,845.82 | | |
| 431 | 2 & 2 | $ 1,177,800.00 | 906 | n/a | 0.538% | $392.64 | $4,711.71 | $787.23 | $9,446.82 | $1,179.88 | $14,158.53 | | |
| 432 | 2 & 2 | $ 1,132,300.00 | 871 | n/a | 0.518% | $377.47 | $4,529.69 | $756.82 | $9,081.87 | $1,134.30 | $13,611.57 | | |
| 433 | 1 & 1 | $ 705,900.00 | 543 | n/a | 0.323% | $235.33 | $2,823.91 | $471.82 | $5,661.83 | $707.15 | $8,485.74 | | |
| 501 | 2 & 1 | $ 963,300.00 | 741 | n/a | 0.440% | $321.14 | $3,853.62 | $643.86 | $7,726.37 | $965.00 | $11,579.99 | | |
| 502 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | | | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year | | |
| | | | | Storage (S) | | | | | | | | | |
| 503 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 504 | 1 & 1 | $ 646,100.00 | 497 | 83 (B) | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 | | |
| 505 | 1 & 1 | $ 681,200.00 | 524 | 83 (B) | 0.311% | $227.09 | $2,725.10 | $455.31 | $5,463.72 | $682.40 | $8,188.82 | | |
| 506 | 1 & 1 | $ 646,100.00 | 497 | n/a | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 | | |
| 507 | 1 & 1 | $ 624,000.00 | 480 | 71 (B) | 0.285% | $208.02 | $2,496.27 | $417.08 | $5,004.94 | $625.10 | $7,501.21 | | |
| 508 | 1 & 1 | $ 702,000.00 | 540 | 71 (B) | 0.321% | $234.03 | $2,808.31 | $469.21 | $5,630.55 | $703.24 | $8,438.86 | | |
| 509 | 2 & 1 | $ 1,017,900.00 | 783 | n/a | 0.465% | $339.34 | $4,072.04 | $680.36 | $8,164.30 | $1,019.70 | $12,236.35 | | |
| 510 | 1 & 1 | $ 648,700.00 | 499 | 58 (B) | 0.297% | $216.26 | $2,595.08 | $433.59 | $5,203.05 | $649.84 | $7,798.13 | | |
| 511 | 1 & 1 | $ 650,000.00 | 500 | 58 (B) | 0.297% | $216.69 | $2,600.28 | $434.46 | $5,213.48 | $651.15 | $7,813.76 | | |
| 512 | 0 & 1 | $ 562,900.00 | 433 | n/a | 0.257% | $187.65 | $2,251.85 | $376.24 | $4,514.87 | $563.89 | $6,766.72 | | |
| 513 | 2 & 2 | $ 1,224,600.00 | 942 | 100 (B) | 0.560% | $408.24 | $4,898.94 | $818.52 | $9,822.19 | $1,226.76 | $14,721.12 | | |
| 514 | 1 & 1 | $ 661,700.00 | 509 | n/a | 0.302% | $220.59 | $2,647.09 | $442.28 | $5,307.32 | $662.87 | $7,954.41 | | |
| 515 | 1 & 1 | $ 716,300.00 | 551 | n/a | 0.327% | $238.79 | $2,865.51 | $478.77 | $5,745.25 | $717.56 | $8,610.76 | | |
| 516 | 1 & 1 | $ 704,600.00 | 542 | n/a | 0.322% | $234.89 | $2,818.71 | $470.95 | $5,651.41 | $705.84 | $8,470.11 | | |
| 517 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |
| 518 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 519 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 520 | 1 & 1 | $ 687,700.00 | 529 | n/a | 0.314% | $229.26 | $2,751.10 | $459.65 | $5,515.86 | $688.91 | $8,266.96 | | |
| 521 | 0 & 1 | $ 474,500.00 | 365 | n/a | 0.217% | $158.18 | $1,898.21 | $317.15 | $3,805.84 | $475.34 | $5,704.04 | | |
| 522 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 523 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 524 | 1 & 1 | $ 674,700.00 | 519 | n/a | 0.308% | $224.92 | $2,699.09 | $450.97 | $5,411.59 | $675.89 | $8,110.68 | | |
| 525 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |
| 526 | 1 & 1 | $ 882,700.00 | 679 | n/a | 0.404% | $294.27 | $3,531.19 | $589.99 | $7,079.90 | $884.26 | $10,611.08 | | |
| 527 | 1 & 1 | $ 865,800.00 | 666 | n/a | 0.396% | $288.63 | $3,463.58 | $578.70 | $6,944.35 | $867.33 | $10,407.93 | | |
| 528 | 2 & 2 | $ 1,154,400.00 | 888 | 699 (T) | 0.528% | $384.84 | $4,618.10 | $771.59 | $9,259.13 | $1,156.44 | $13,877.24 | | |
| 529 | 2 & 2 | $ 1,242,800.00 | 956 | 980 (T) | 0.568% | $414.31 | $4,971.74 | $830.68 | $9,968.16 | $1,244.99 | $14,939.91 | | |
| 530 | 2 & 2 | $ 1,162,200.00 | 894 | n/a | 0.531% | $387.44 | $4,649.31 | $776.81 | $9,321.69 | $1,164.25 | $13,971.00 | | |
| 601 | 2 & 1 | $ 963,300.00 | 741 | n/a | 0.440% | $321.14 | $3,853.62 | $643.86 | $7,726.37 | $965.00 | $11,579.99 | | |
| 602 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 603 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 604 | 1 & 1 | $ 646,100.00 | 497 | 83 (B) | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 | | |
| 605 | 1 & 1 | $ 681,200.00 | 524 | 83 (B) | 0.311% | $227.09 | $2,725.10 | $455.31 | $5,463.72 | $682.40 | $8,188.82 | | |
| 606 | 0 & 1 | $ 484,900.00 | 373 | n/a | 0.222% | $161.65 | $1,939.81 | $324.10 | $3,889.25 | $485.76 | $5,829.06 | | |
| 607 | 2 & 2 | $ 954,200.00 | 734 | 515 (T) | 0.436% | $318.10 | $3,817.22 | $637.78 | $7,653.38 | $955.88 | $11,470.60 | | |
| 608 | 2 & 2 | $ 976,300.00 | 751 | 532 (T) | 0.446% | $325.47 | $3,905.63 | $652.55 | $7,830.64 | $978.02 | $11,736.27 | | |
| 609 | 1 & 1 | $ 608,400.00 | 468 | 58 (B) | 0.278% | $202.82 | $2,433.87 | $406.65 | $4,879.81 | $609.47 | $7,313.68 | | |
| 610 | 0 & 1 | $ 562,900.00 | 433 | n/a | 0.257% | $187.65 | $2,251.85 | $376.24 | $4,514.87 | $563.89 | $6,766.72 | | |
| 611 | 2 & 2 | $ 1,224,600.00 | 942 | 100 (B) | 0.560% | $408.24 | $4,898.94 | $818.52 | $9,822.19 | $1,226.76 | $14,721.12 | | |
| 612 | 1 & 1 | $ 661,700.00 | 509 | n/a | 0.302% | $220.59 | $2,647.09 | $442.28 | $5,307.32 | $662.87 | $7,954.41 | | |
| 613 | 1 & 1 | $ 716,300.00 | 551 | n/a | 0.327% | $238.79 | $2,865.51 | $478.77 | $5,745.25 | $717.56 | $8,610.76 | | |
| 614 | 1 & 1 | $ 704,600.00 | 542 | n/a | 0.322% | $234.89 | $2,818.71 | $470.95 | $5,651.41 | $705.84 | $8,470.11 | | |
| 615 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | | | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year | | |
| | | | | Storage (S) | | | | | | | | | |
| 616 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 617 | 1 & 1 | $ 712,400.00 | 548 | n/a | 0.326% | $237.49 | $2,849.91 | $476.16 | $5,713.97 | $713.66 | $8,563.88 | | |
| 618 | 2 & 2 | $ 1,159,600.00 | 892 | n/a | 0.530% | $386.58 | $4,638.91 | $775.07 | $9,300.84 | $1,161.65 | $13,939.75 | | |
| 619 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 620 | 1 & 1 | $ 678,600.00 | 522 | n/a | 0.310% | $226.22 | $2,714.70 | $453.57 | $5,442.87 | $679.80 | $8,157.56 | | |
| 621 | 1 & 1 | $ 674,700.00 | 519 | n/a | 0.308% | $224.92 | $2,699.09 | $450.97 | $5,411.59 | $675.89 | $8,110.68 | | |
| 622 | 2 & 2 | $ 1,020,500.00 | 785 | n/a | 0.467% | $340.20 | $4,082.45 | $682.10 | $8,185.16 | $1,022.30 | $12,267.60 | | |
| 623 | 1 & 1 | $ 882,700.00 | 679 | n/a | 0.404% | $294.27 | $3,531.19 | $589.99 | $7,079.90 | $884.26 | $10,611.08 | | |
| 624 | 1 & 1 | $ 877,500.00 | 675 | n/a | 0.401% | $292.53 | $3,510.38 | $586.52 | $7,038.19 | $879.05 | $10,548.57 | | |
| 625 | 2 & 2 | $ 1,146,600.00 | 882 | 502 (T) | 0.524% | $382.24 | $4,586.90 | $766.38 | $9,196.57 | $1,148.62 | $13,783.47 | | |
| 626 | 2 & 2 | $ 1,231,100.00 | 947 | 502 (T) | 0.563% | $410.41 | $4,924.94 | $822.86 | $9,874.32 | $1,233.27 | $14,799.26 | | |
| 701 | 2 & 1 | $ 963,300.00 | 741 | n/a | 0.440% | $321.14 | $3,853.62 | $643.86 | $7,726.37 | $965.00 | $11,579.99 | | |
| 702 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 703 | 2 & 2 | $ 1,029,600.00 | 792 | 108 (B) | 0.471% | $343.24 | $4,118.85 | $688.18 | $8,258.14 | $1,031.42 | $12,376.99 | | |
| 704 | 1 & 1 | $ 646,100.00 | 497 | 83 (B) | 0.295% | $215.39 | $2,584.68 | $431.85 | $5,182.19 | $647.24 | $7,766.88 | | |
| 705 | 1 & 1 | $ 681,200.00 | 524 | 83 (B) | 0.311% | $227.09 | $2,725.10 | $455.31 | $5,463.72 | $682.40 | $8,188.82 | | |
| 706 | 0 & 1 | $ 484,900.00 | 373 | n/a | 0.222% | $161.65 | $1,939.81 | $324.10 | $3,889.25 | $485.76 | $5,829.06 | | |
| 707 | 2 & 2 | $ 985,400.00 | 758 | n/a | 0.450% | $328.50 | $3,942.03 | $658.64 | $7,903.63 | $987.14 | $11,845.66 | | |
| 708 | 2 & 2 | $ 1,006,200.00 | 774 | n/a | 0.460% | $335.44 | $4,025.24 | $672.54 | $8,070.46 | $1,007.97 | $12,095.70 | | |
| 709 | 1 & 1 | $ 608,400.00 | 468 | 58 (B) | 0.278% | $202.82 | $2,433.87 | $406.65 | $4,879.81 | $609.47 | $7,313.68 | | |
| 710 | 0 & 1 | $ 562,900.00 | 433 | n/a | 0.257% | $187.65 | $2,251.85 | $376.24 | $4,514.87 | $563.89 | $6,766.72 | | |
| 711 | 2 & 2 | $ 1,064,700.00 | 819 | 197 (T); 100 (B) | 0.487% | $354.94 | $4,259.27 | $711.64 | $8,539.67 | $1,066.58 | $12,798.94 | | |
| 712 | 2 & 2 | $ 1,047,800.00 | 806 | 154 (T) | 0.479% | $349.30 | $4,191.66 | $700.34 | $8,404.12 | $1,049.65 | $12,595.78 | | |
| 713 | 2 & 2 | $ 1,062,100.00 | 817 | 148 (T) | 0.486% | $354.07 | $4,248.86 | $709.90 | $8,518.82 | $1,063.97 | $12,767.68 | | |
| 714 | 2 & 2 | $ 1,051,700.00 | 809 | 148 (T) | 0.481% | $350.60 | $4,207.26 | $702.95 | $8,435.40 | $1,053.56 | $12,642.66 | | |
| 715 | 1 & 1 | $ 696,800.00 | 536 | n/a | 0.319% | $232.29 | $2,787.50 | $465.74 | $5,588.85 | $698.03 | $8,376.35 | | |
| 716 | 2 & 2 | $ 1,049,100.00 | 807 | 148 (T) | 0.480% | $349.74 | $4,196.86 | $701.21 | $8,414.55 | $1,050.95 | $12,611.41 | | |
| 717 | 2 & 2 | $ 1,050,400.00 | 808 | 148 (T) | 0.480% | $350.17 | $4,202.06 | $702.08 | $8,424.98 | $1,052.25 | $12,627.03 | | |
| 718 | 2 & 2 | $ 1,062,100.00 | 817 | 147 (T) | 0.486% | $354.07 | $4,248.86 | $709.90 | $8,518.82 | $1,063.97 | $12,767.68 | | |
| 719 | 2 & 2 | $ 1,319,500.00 | 1,015 | 415 (T) | 0.603% | $439.88 | $5,278.58 | $881.95 | $10,583.35 | $1,321.83 | $15,861.93 | | |
| 720 | 2 & 2 | $ 1,179,100.00 | 907 | 388 (T) | 0.539% | $393.08 | $4,716.92 | $788.10 | $9,457.24 | $1,181.18 | $14,174.16 | | |
| 721 | 2 & 2 | $ 1,199,900.00 | 923 | 113 (B) | 0.549% | $400.01 | $4,800.12 | $802.01 | $9,624.07 | $1,202.02 | $14,424.20 | | |
| SC1 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC2 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC3 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC4 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC5 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC6 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC7 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC8 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC8 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC10 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC11 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | | | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year | | |
| | | | | Storage (S) | | | | | | | | | |
| SC12 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC13 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC14 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC15 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC16 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC17 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC18 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC19 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC20 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC21 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC22 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC23 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC24 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC25 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC26 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC27 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC28 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC29 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC30 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC31 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC32 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC33 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC34 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC35 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC36 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC37 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC38 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC39 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC40 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC41 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC42 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC43 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC44 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC45 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC46 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC47 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC48 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC49 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC50 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC51 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC52 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC53 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC54 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | | | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year | | |
| | | | | Storage (S) | | | | | | | | | |
| SC55 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC56 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC57 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC58 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC59 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC60 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC61 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC62 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC63 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC64 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC65 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC66 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC67 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC68 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC69 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC70 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC71 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC72 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC73 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC74 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| SC75 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C1 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C2 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C3 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C4 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C5 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C6 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C7 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C8 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C9 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C10 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C11 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C12 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C13 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C14 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C15 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C16 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C17 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C18 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C19 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C20 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C21 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C22 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | | | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year | | |
| | | | | Storage (S) | | | | | | | | | |
| C23 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C24 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C25 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C26 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C27 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C28 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C29 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C30 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C31 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C32 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C33 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C34 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C35 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C36 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C37 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C38 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C39 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C40 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C41 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C42 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C43 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C44 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C45 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C46 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C47 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C48 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C49 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C50 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C51 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C52 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C53 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C54 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C55 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C56 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C57 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C58 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C59 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C60 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C61 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C62 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C63 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C64 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C65 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |

| | 1 | 2 | 1 | 1 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unhabitable | | | | | | | | | |
| | No. of | | | Sq. Ft. of LCE | % of | | | | | | | | |
| Unit | Bdrms & | | Approx. | Balcony (B) | Common | Common Charges | | Real Estate Taxes | | Carrying Charges | | | |
| No.: | Bthrms | Price | Area (SF) | Terrace (T) | Elements | Per Month | Per Year | Per Month | Per Year | Per Month | Per Year | | |
| | | | | Storage (S) | | | | | | | | | |
| C66 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C67 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C68 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C69 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C70 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C71 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C72 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C73 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C74 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C75 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C76 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C77 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C78 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| C79 | n/a | $ 75,000.00 | 153 | n/a | 0.091% | $66.31 | $795.69 | $132.94 | $1,595.32 | $199.25 | $2,391.01 | | |
| **TOTAL** | | **$ 189,827,900.00** | **168,272** | | **100.000%** | **$64,024.52** | **$768,294.22** | **$156,129.22** | **$1,873,550.62** | **$220,153.74** | **$2,641,844.84** | | |

**Footnotes:**

1 The Cellar, Balconies and Terraces may not be used for any type of occupancy - including but not limited to: sleeping, living room, recreation room, office, storage, etc. To do so may result in violation against the building being issued by the NYC Department of Buildings. Unit Owners shall be responsible for payment of any charges incurred as a result of such violations.

2 Storage spaces/areas may not be used for any type of occupancy - including but not limited to: sleeping, living room, recreation room, office, storage, etc. To do so may result in violation against the building being issued by the NYC Department of Buildings. Unit Owners shall be responsible for payment of any charges incurred as a result of such violations. For the number of rooms, the method of calculating the number of rooms or approximate total area in each unit corresponds to the number of zoning rooms as defined in the NYC Building Code.

3 Storage space/areas may not be used for storage of Combustible Items as defined in the Building Code. No storage of clothing, furniture, books, papers, or any combustible items will be permitted.

**4 The projected assessment is based on a comparison of other similar residential condominium buildings in the last 5 years' of Queens. As this is an estimated projection of what the real estate taxes may be after construction is complete, Purchasers are advised that the actual real estate taxes may be materially higher when the building is reassessed after construction is complete. See Footnote 5 to Schedule A for more information regarding the projected assessed valuation after completion of construction.**

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## NOTES TO SCHEDULE A

1. The number of bedrooms and bathrooms is listed in column 1. This method of calculation is in accordance with the New York City Building Code. The floor plans are included in the plan in Part II. It is a special risk the square footage of the units are not based upon measurements from the interior surfaces of the interior walls of rooms and therefore, the actual area comprising the unit is significantly less than the area listed in schedule A. Square footages disclosed are approximate, within reasonable tolerances. The actual area comprising the unit is significantly less than the area listed in Schedule A. A Unit as hereinafter referred to shall be defined as follows: Each Unit is measured from the inside face of stud or masonry Walls between Units, the inside face of all exterior walls, the inside face of stud or masonry of walls separating Units and Common Elements and the inside face of concrete slab or plywood of Unit floors and the inside face of joists of Unit's ceilings. 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.

2. Offering prices are negotiable and subject to change. See section titled "*Changes in Prices or Units."* In addition to the purchase price, Purchaser will be responsible at Closing for certain other expenses as explained in the section titled "*Closing Costs and Adjustments*." While general guidelines to certain expenses of Purchaser are approximated in such section, Sponsor in unable to approximate the total amounts which will be incurred by Purchasers because these will vary according to such factors an the cost and size of a particular Unit, whether mortgage financing in obtained and Purchaser's attorney's fees. Purchasers are advised to consult with their attorney as to the exact closing costs they will incur in purchasing their Unit.

If Sponsor agrees to provide short term purchase money financing to individual purchasers in the future, Sponsor must amend the plan to disclose the terms of the commitment and other relevant information under 13 NYCRR Section 20.3(P).

3. The percentage of Common Interest allocated to each Unit is based upon the floor space and the uniqueness of each unit, which allocation is provided for in Section 339-i(1)(iv) of the Real Property Law. The aggregate Common Interest of all Units equals 100%.

4. These estimates are based upon the Projected Budget for First Year of Condominium Operation, which was prepared for the fiscal year commencing January 1, 2025, and which appears in Schedule B of the Offering Plan. The actual first year of operation may be earlier or later than that year. These estimates do not include the cost of electricity or heat, which is consumed in each Unit. Electricity and heat used by each Unit shall be individually metered and billed to the Unit Owner by the utility company. Please see Schedule B-1 for individual utility charges.

In addition to these estimated Common Charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the acquisition of his or her Unit; (ii) the cost of electricity and heat, supplied to his or her Unit; which

electricity, shall be individually metered and billed by and payable to the utility company; (iii) the cost of painting and decoration of his or her Unit: (iv) the cost of interior repairs to and the maintenance of his or her Unit, including but not limited to, repairs to and maintenance of the exposed face of all walls, ceilings and floors and all kitchen and bathroom fixtures and appliances installed therein by the Sponsor pursuant to this Offering Plan; (v) the cost of any insurance that he or she obtains covering (a) furniture, belongings, equipment and other personal property and (b) liability to others for personal injury or property damage as a result of occurrences in his or her Unit; and (vi) real estate taxes. Unit Owners of Units with appurtenant Limited Common Elements are also responsible for the non-structural maintenance and repairs of such Limited Common Elements.

5. Projected Monthly Real Estate Taxes:

After the condominium is divided into separate tax lots, each unit will be taxed as a separate tax lot for real estate purposes and the unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the nonpayment of taxes on other units. The projection assumes that the real estate taxes will be apportioned to the Units according to the proportion that each Unit's percentage of Common Interest bears to the aggregate Common Interest of all Units. No assurances can be given that this method of apportionment of real estate taxes will be used by the City of New York taxing authorities.

Real estate taxes for the units will be assessed by the New York City Department of Finance. The current tax rate for residential condominiums is 12.267%. In making our determination of the estimated taxes, we have reviewed similar residential condominium space constructed within the last 5 years in various location in Queens County. The information of other comparable condominiums is summarized below:

| **Condominium** | **Unit** | **Sq. Foot** | **Assessed Value** | **Assessment Per Sq. Foot** |
|---|---|---|---|---|
| **Union Turnpike Mansion** | #201N | 703 | $ 44,025 | $ 62.62 |
| 158-15 Union Tpke | #202N | 636 | $ 39,792 | $ 62.56 |
| Fresh Meadows, NY | #203N | 669 | $ 41,908 | $ 62.64 |
| **Grandview Condominium** | #2A | 894 | $ 78,745 | $ 88.08 |
| 145-38 34th Avenue | #3B | 764 | $ 67,556 | $ 88.42 |
| Flushing, NY | #4C | 826 | $ 72,721 | $ 88.04 |
| **Parsons Tower Condominium** | #2A | 761 | $77,958 | $102.44 |
| 42-29 Parsons Boulevard | #3B | 860 | $88,271 | $102.64 |
| Flushing, NY | #4C | 726 | $74,621 | $102.78 |

The above comparison of other similar residential condominium units constructed in the last 5 years in Queens County show an estimated average Assessed Value of $85 per square foot per year. In light of the above comparison, the Sponsor is estimating that once construction is completed, this condominium will be assessed at approximately $85 per square foot. This is a reasonable estimate for the projected Assessed Value of this condominium project after construction is complete as it is based upon similar residential condominium buildings in the Queens County, and with a Tax Rate of 12.267%, the estimated taxes can be

obtained by multiplying the Assessed Value per Square Foot (AV/SF) by a Unit's square feet (SF), and then multiplying that value by the Tax Rate (T). An example of the estimated calculation for Unit 2A is as follows:

Estimated Taxes: (AV/SF) x (SF) x (T) =

$85/sq. ft x 818 Sq. Ft. x 12.267% = $ 8,529 (rounded to nearest dollar)

The tax liability from January 1, 2025 to December 31, 2025 is estimated at $1,873,550.62assuming that the condominium has no abatements. The tax rate used to calculate projected real estate taxes is 12.267%. The approximate date of completion for the building is January 1, 2025, and the date of reassessment is on or about January 15, 2025.

The Sponsor anticipates construction will be completed within the first year of operation. The Sponsor has included projected real estate taxes based on estimated post-completion assessments in the offering plan's Schedule A. However, it is common that after a building is complete, the real estate taxes may increase. Prospective Purchasers should be aware that the New York City Department of Finance will re-assess the building once construction is complete, with is anticipated to be January 15, 2025 at which point the real estate taxes may be significantly higher than the projected real estate taxes for the first year of operation included in Schedule A. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete. As a result, to avoid confusion Purchasers are hereby put on notice that the real estate tax projections in Schedule A are approximations only, and therefore Purchaser should not rely or expect the estimated real estate taxes in Schedule A to remain static during Purchaser's ownership of their unit. See Footnote 4 to Schedule A for more information regarding the projected assessed valuation after completion of construction/rehabilitation.

These tax assessment figures represent the total real estate taxes for the residential units and parking units. A similar comparative analysis was done of community facility condominium space constructed within the last 5 years in various location in Queens County. The information of other comparable community facility units is summarized below:

| **Condominium** | **Unit** | **Sq. Foot** | **Assessed Value** | **Assessment Per Sq. Foot** |
|---|---|---|---|---|
| **Union Turnpike Mansion**<br>158-15 Union Tpke<br>Fresh Meadows, NY | A<br>B<br>C | 9,748<br>3,717<br>2,578 | $1,355,688<br>$519,259<br>$316,192 | $139.07<br>$139.70<br>$122.65 |
| **Crescent Condominium**<br>42-22 Crescent Street<br>Long Island City, NY 11101 | Com-C<br>Com-1 | 2,413<br>1,296 | $259,750<br>$139,400 | $107.65<br>$107.56 |
| **Parsons Garden Condominium One**<br>153-53 77th Avenue<br>Flushing, NY | CF1<br>CF2 | 1,814<br>1,608 | $278,759<br>$246,841 | $153.67<br>$153.51 |

The above comparison of other similar community facility space constructed in the last 5 years in Queens County show an estimated average Assessed Value of $131.97 per square foot per year. It is estimated that once the construction of condominium is complete, the Community Facility Units will be assessed at approximately $132 per square foot. This is a reasonable estimate for the projected Assessed Value of this condominium project after construction is complete as it is based upon similar community facility space in similar condominium buildings in the Queens County, and with a Tax Rate of 10.646%, the estimated taxes can be obtained by multiplying the Assessed Value per Square Foot (AV/SF) by a Unit's square feet (SF), and then multiplying that value by the Tax Rate (T). An example of the estimated calculation for Unit C1 is as follows:

Estimated Taxes: (AV/SF) x (SF) x (T) =

$132/sq. ft x 1,167 Sq. Ft. x 10.646% = $ 16,367 (rounded to nearest dollar)

**Sponsor is not attempting to qualify for the new 421-a(16) Affordable New York Housing Program. ("ANYH Program") Therefore, prospective purchasers should be aware that real estate taxes for the residential units will be higher than comparative buildings with such 421-a exemption benefits. PROSPECTIVE PURCHASERS WILL NOT BE ENTITLED TO A RIGHT OF RESCISSION DUE TO THE UNITS NOT HAVING 421-A EXEMPTION BENEFITS.**

The projected real estate taxes for the first year of operation contained on Schedule A are based on an estimated assessment of the building after construction is complete based on a comparison of other similar residential condominium buildings in the last 5 years' of Queens. As this is an estimated projection of what the real estate taxes may be after construction is complete, Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete. See Footnote 4 to Schedule A for more information regarding the projected assessed valuation after completion of construction/rehabilitation.

These tax assessment figures represent the total real estate taxes for all units (ie. Residential and non-residential). The tax assessments shall be divided proportionally to each Unit's percent Common Elements. A table showing each units' proportionate tax liability is as follows:

| **Unit** | **Approx. Sq. Ft.** | **Estimated Taxes** | |
|---|---|---|---|
| | | Per Mo. | Per Yr. |
| CF1 | 1,167 | $1,366.63 | $16,399.52 |
| CF2 | 2,579 | $3,020.16 | $36,241.96 |
| CF3 | 1,677 | $1,963.87 | $23,566.41 |
| CF4 | 1,645 | $1,926.39 | $23,116.72 |
| CF5 | 1,692 | $1,981.43 | $23,777.20 |
| CF6 | 1,452 | $1,700.38 | $20,404.55 |

| | | | |
|---|---|---|---|
| CF7 | 1,522 | $1,782.35 | $21,388.24 |
| CF8 | 1563 | $1,830.37 | $21,964.40 |
| CF9 | 1412 | $1,653.54 | $19,842.44 |
| CF10 | 1537 | $1,799.92 | $21,599.03 |
| CF11 | 2588 | $3,030.70 | $36,368.44 |
| CF12 | 1427 | $1,671.10 | $20,053.23 |
| CF13 | 2044 | $2,393.65 | $28,723.76 |
| CF14 | 2137 | $2,502.56 | $30,030.66 |
| CF15 | 1976 | $2,314.01 | $27,768.17 |
| CF16 | 1241 | $1,453.29 | $17,439.43 |
| CF17 | 1251 | $1,465.00 | $17,579.95 |
| CF18 | 2096 | $2,454.54 | $29,454.50 |
| CF19 | 1811 | $2,120.79 | $25,449.48 |
| 201 | 741 | $643.86 | $7,726.37 |
| 202 | 792 | $688.18 | $8,258.14 |
| 203 | 792 | $688.18 | $8,258.14 |
| 204 | 497 | $431.85 | $5,182.19 |
| 205 | 524 | $455.31 | $5,463.72 |
| 206 | 497 | $431.85 | $5,182.19 |
| 207 | 480 | $417.08 | $5,004.94 |
| 208 | 540 | $469.21 | $5,630.55 |
| 209 | 783 | $680.36 | $8,164.30 |
| 210 | 499 | $433.59 | $5,203.05 |
| 211 | 500 | $434.46 | $5,213.48 |
| 212 | 433 | $376.24 | $4,514.87 |
| 213 | 942 | $818.52 | $9,822.19 |
| 214 | 509 | $442.28 | $5,307.32 |
| 215 | 551 | $478.77 | $5,745.25 |
| 216 | 542 | $470.95 | $5,651.41 |
| 217 | 785 | $682.10 | $8,185.16 |
| 218 | 548 | $476.16 | $5,713.97 |
| 219 | 548 | $476.16 | $5,713.97 |
| 220 | 529 | $459.65 | $5,515.86 |
| 221 | 365 | $317.15 | $3,805.84 |
| 222 | 522 | $453.57 | $5,442.87 |
| 223 | 522 | $453.57 | $5,442.87 |
| 224 | 519 | $450.97 | $5,411.59 |
| 225 | 785 | $682.10 | $8,185.16 |
| 226 | 679 | $589.99 | $7,079.90 |
| 227 | 675 | $586.52 | $7,038.19 |
| 228 | 673 | $584.78 | $7,017.34 |
| 229 | 568 | $493.54 | $5,922.51 |
| 230 | 822 | $714.25 | $8,570.95 |
| 231 | 909 | $789.84 | $9,478.10 |

| | | | |
|---|---|---|---|
| 232 | 861 | $748.13 | $8,977.60 |
| 301 | 741 | $643.86 | $7,726.37 |
| 302 | 792 | $688.18 | $8,258.14 |
| 303 | 792 | $688.18 | $8,258.14 |
| 304 | 497 | $431.85 | $5,182.19 |
| 305 | 524 | $455.31 | $5,463.72 |
| 306 | 497 | $431.85 | $5,182.19 |
| 307 | 480 | $417.08 | $5,004.94 |
| 308 | 540 | $469.21 | $5,630.55 |
| 309 | 783 | $680.36 | $8,164.30 |
| 310 | 499 | $433.59 | $5,203.05 |
| 311 | 500 | $434.46 | $5,213.48 |
| 312 | 433 | $376.24 | $4,514.87 |
| 313 | 942 | $818.52 | $9,822.19 |
| 314 | 509 | $442.28 | $5,307.32 |
| 315 | 551 | $478.77 | $5,745.25 |
| 316 | 542 | $470.95 | $5,651.41 |
| 317 | 785 | $682.10 | $8,185.16 |
| 318 | 548 | $476.16 | $5,713.97 |
| 319 | 548 | $476.16 | $5,713.97 |
| 320 | 529 | $459.65 | $5,515.86 |
| 321 | 365 | $317.15 | $3,805.84 |
| 322 | 522 | $453.57 | $5,442.87 |
| 323 | 522 | $453.57 | $5,442.87 |
| 324 | 519 | $450.97 | $5,411.59 |
| 325 | 785 | $682.10 | $8,185.16 |
| 326 | 679 | $589.99 | $7,079.90 |
| 327 | 675 | $586.52 | $7,038.19 |
| 328 | 673 | $584.78 | $7,017.34 |
| 329 | 568 | $493.54 | $5,922.51 |
| 330 | 822 | $714.25 | $8,570.95 |
| 331 | 906 | $787.23 | $9,446.82 |
| 332 | 871 | $756.82 | $9,081.87 |
| 333 | 543 | $471.82 | $5,661.83 |
| 401 | 741 | $643.86 | $7,726.37 |
| 402 | 792 | $688.18 | $8,258.14 |
| 403 | 792 | $688.18 | $8,258.14 |
| 404 | 497 | $431.85 | $5,182.19 |
| 405 | 524 | $455.31 | $5,463.72 |
| 406 | 497 | $431.85 | $5,182.19 |
| 407 | 480 | $417.08 | $5,004.94 |
| 408 | 540 | $469.21 | $5,630.55 |
| 409 | 783 | $680.36 | $8,164.30 |
| 410 | 499 | $433.59 | $5,203.05 |

| | | | |
|---|---|---|---|
| 411 | 500 | $434.46 | $5,213.48 |
| 412 | 433 | $376.24 | $4,514.87 |
| 413 | 942 | $818.52 | $9,822.19 |
| 414 | 509 | $442.28 | $5,307.32 |
| 415 | 551 | $478.77 | $5,745.25 |
| 416 | 542 | $470.95 | $5,651.41 |
| 417 | 785 | $682.10 | $8,185.16 |
| 418 | 548 | $476.16 | $5,713.97 |
| 419 | 548 | $476.16 | $5,713.97 |
| 420 | 529 | $459.65 | $5,515.86 |
| 421 | 365 | $317.15 | $3,805.84 |
| 422 | 522 | $453.57 | $5,442.87 |
| 423 | 522 | $453.57 | $5,442.87 |
| 424 | 519 | $450.97 | $5,411.59 |
| 425 | 785 | $682.10 | $8,185.16 |
| 426 | 679 | $589.99 | $7,079.90 |
| 427 | 675 | $586.52 | $7,038.19 |
| 428 | 673 | $584.78 | $7,017.34 |
| 429 | 568 | $493.54 | $5,922.51 |
| 430 | 822 | $714.25 | $8,570.95 |
| 431 | 906 | $787.23 | $9,446.82 |
| 432 | 871 | $756.82 | $9,081.87 |
| 433 | 543 | $471.82 | $5,661.83 |
| 501 | 741 | $643.86 | $7,726.37 |
| 502 | 792 | $688.18 | $8,258.14 |
| 503 | 792 | $688.18 | $8,258.14 |
| 504 | 497 | $431.85 | $5,182.19 |
| 505 | 524 | $455.31 | $5,463.72 |
| 506 | 497 | $431.85 | $5,182.19 |
| 507 | 480 | $417.08 | $5,004.94 |
| 508 | 540 | $469.21 | $5,630.55 |
| 509 | 783 | $680.36 | $8,164.30 |
| 510 | 499 | $433.59 | $5,203.05 |
| 511 | 500 | $434.46 | $5,213.48 |
| 512 | 433 | $376.24 | $4,514.87 |
| 513 | 942 | $818.52 | $9,822.19 |
| 514 | 509 | $442.28 | $5,307.32 |
| 515 | 551 | $478.77 | $5,745.25 |
| 516 | 542 | $470.95 | $5,651.41 |
| 517 | 785 | $682.10 | $8,185.16 |
| 518 | 548 | $476.16 | $5,713.97 |
| 519 | 548 | $476.16 | $5,713.97 |
| 520 | 529 | $459.65 | $5,515.86 |
| 521 | 365 | $317.15 | $3,805.84 |

| | | | |
|---|---|---|---|
| 522 | 522 | $453.57 | $5,442.87 |
| 523 | 522 | $453.57 | $5,442.87 |
| 524 | 519 | $450.97 | $5,411.59 |
| 525 | 785 | $682.10 | $8,185.16 |
| 526 | 679 | $589.99 | $7,079.90 |
| 527 | 666 | $578.70 | $6,944.35 |
| 528 | 888 | $771.59 | $9,259.13 |
| 529 | 956 | $830.68 | $9,968.16 |
| 530 | 894 | $776.81 | $9,321.69 |
| 601 | 741 | $643.86 | $7,726.37 |
| 602 | 792 | $688.18 | $8,258.14 |
| 603 | 792 | $688.18 | $8,258.14 |
| 604 | 497 | $431.85 | $5,182.19 |
| 605 | 524 | $455.31 | $5,463.72 |
| 606 | 373 | $324.10 | $3,889.25 |
| 607 | 734 | $637.78 | $7,653.38 |
| 608 | 751 | $652.55 | $7,830.64 |
| 609 | 468 | $406.65 | $4,879.81 |
| 610 | 433 | $376.24 | $4,514.87 |
| 611 | 942 | $818.52 | $9,822.19 |
| 612 | 509 | $442.28 | $5,307.32 |
| 613 | 551 | $478.77 | $5,745.25 |
| 614 | 542 | $470.95 | $5,651.41 |
| 615 | 785 | $682.10 | $8,185.16 |
| 616 | 548 | $476.16 | $5,713.97 |
| 617 | 548 | $476.16 | $5,713.97 |
| 618 | 892 | $775.07 | $9,300.84 |
| 619 | 522 | $453.57 | $5,442.87 |
| 620 | 522 | $453.57 | $5,442.87 |
| 621 | 519 | $450.97 | $5,411.59 |
| 622 | 785 | $682.10 | $8,185.16 |
| 623 | 679 | $589.99 | $7,079.90 |
| 624 | 675 | $586.52 | $7,038.19 |
| 625 | 882 | $766.38 | $9,196.57 |
| 626 | 947 | $822.86 | $9,874.32 |
| 701 | 741 | $643.86 | $7,726.37 |
| 702 | 792 | $688.18 | $8,258.14 |
| 703 | 792 | $688.18 | $8,258.14 |
| 704 | 497 | $431.85 | $5,182.19 |
| 705 | 524 | $455.31 | $5,463.72 |
| 706 | 373 | $324.10 | $3,889.25 |
| 707 | 758 | $658.64 | $7,903.63 |
| 708 | 774 | $672.54 | $8,070.46 |
| 709 | 468 | $406.65 | $4,879.81 |

| | | | |
|---|---|---|---|
| 710 | 433 | $376.24 | $4,514.87 |
| 711 | 819 | $711.64 | $8,539.67 |
| 712 | 806 | $700.34 | $8,404.12 |
| 713 | 817 | $709.90 | $8,518.82 |
| 714 | 809 | $702.95 | $8,435.40 |
| 715 | 536 | $465.74 | $5,588.85 |
| 716 | 807 | $701.21 | $8,414.55 |
| 717 | 808 | $702.08 | $8,424.98 |
| 718 | 817 | $709.90 | $8,518.82 |
| 719 | 1,015 | $881.95 | $10,583.35 |
| 720 | 907 | $788.10 | $9,457.24 |
| 721 | 923 | $802.01 | $9,624.07 |
| SC1 | 153 | $132.94 | $1,595.32 |
| SC2 | 153 | $132.94 | $1,595.32 |
| SC3 | 153 | $132.94 | $1,595.32 |
| SC4 | 153 | $132.94 | $1,595.32 |
| SC5 | 153 | $132.94 | $1,595.32 |
| SC6 | 153 | $132.94 | $1,595.32 |
| SC7 | 153 | $132.94 | $1,595.32 |
| SC8 | 153 | $132.94 | $1,595.32 |
| SC8 | 153 | $132.94 | $1,595.32 |
| SC10 | 153 | $132.94 | $1,595.32 |
| SC11 | 153 | $132.94 | $1,595.32 |
| SC12 | 153 | $132.94 | $1,595.32 |
| SC13 | 153 | $132.94 | $1,595.32 |
| SC14 | 153 | $132.94 | $1,595.32 |
| SC15 | 153 | $132.94 | $1,595.32 |
| SC16 | 153 | $132.94 | $1,595.32 |
| SC17 | 153 | $132.94 | $1,595.32 |
| SC18 | 153 | $132.94 | $1,595.32 |
| SC19 | 153 | $132.94 | $1,595.32 |
| SC20 | 153 | $132.94 | $1,595.32 |
| SC21 | 153 | $132.94 | $1,595.32 |
| SC22 | 153 | $132.94 | $1,595.32 |
| SC23 | 153 | $132.94 | $1,595.32 |
| SC24 | 153 | $132.94 | $1,595.32 |
| SC25 | 153 | $132.94 | $1,595.32 |
| SC26 | 153 | $132.94 | $1,595.32 |
| SC27 | 153 | $132.94 | $1,595.32 |
| SC28 | 153 | $132.94 | $1,595.32 |
| SC29 | 153 | $132.94 | $1,595.32 |
| SC30 | 153 | $132.94 | $1,595.32 |
| SC31 | 153 | $132.94 | $1,595.32 |
| SC32 | 153 | $132.94 | $1,595.32 |

| | | | |
|---|---|---|---|
| SC33 | 153 | $132.94 | $1,595.32 |
| SC34 | 153 | $132.94 | $1,595.32 |
| SC35 | 153 | $132.94 | $1,595.32 |
| SC36 | 153 | $132.94 | $1,595.32 |
| SC37 | 153 | $132.94 | $1,595.32 |
| SC38 | 153 | $132.94 | $1,595.32 |
| SC39 | 153 | $132.94 | $1,595.32 |
| SC40 | 153 | $132.94 | $1,595.32 |
| SC41 | 153 | $132.94 | $1,595.32 |
| SC42 | 153 | $132.94 | $1,595.32 |
| SC43 | 153 | $132.94 | $1,595.32 |
| SC44 | 153 | $132.94 | $1,595.32 |
| SC45 | 153 | $132.94 | $1,595.32 |
| SC46 | 153 | $132.94 | $1,595.32 |
| SC47 | 153 | $132.94 | $1,595.32 |
| SC48 | 153 | $132.94 | $1,595.32 |
| SC49 | 153 | $132.94 | $1,595.32 |
| SC50 | 153 | $132.94 | $1,595.32 |
| SC51 | 153 | $132.94 | $1,595.32 |
| SC52 | 153 | $132.94 | $1,595.32 |
| SC53 | 153 | $132.94 | $1,595.32 |
| SC54 | 153 | $132.94 | $1,595.32 |
| SC55 | 153 | $132.94 | $1,595.32 |
| SC56 | 153 | $132.94 | $1,595.32 |
| SC57 | 153 | $132.94 | $1,595.32 |
| SC58 | 153 | $132.94 | $1,595.32 |
| SC59 | 153 | $132.94 | $1,595.32 |
| SC60 | 153 | $132.94 | $1,595.32 |
| SC61 | 153 | $132.94 | $1,595.32 |
| SC62 | 153 | $132.94 | $1,595.32 |
| SC63 | 153 | $132.94 | $1,595.32 |
| SC64 | 153 | $132.94 | $1,595.32 |
| SC65 | 153 | $132.94 | $1,595.32 |
| SC66 | 153 | $132.94 | $1,595.32 |
| SC67 | 153 | $132.94 | $1,595.32 |
| SC68 | 153 | $132.94 | $1,595.32 |
| SC69 | 153 | $132.94 | $1,595.32 |
| SC70 | 153 | $132.94 | $1,595.32 |
| SC71 | 153 | $132.94 | $1,595.32 |
| SC72 | 153 | $132.94 | $1,595.32 |
| SC73 | 153 | $132.94 | $1,595.32 |
| SC74 | 153 | $132.94 | $1,595.32 |
| SC75 | 153 | $132.94 | $1,595.32 |
| C1 | 153 | $132.94 | $1,595.32 |

| | | | |
|---|---|---|---|
| C2 | 153 | $132.94 | $1,595.32 |
| C3 | 153 | $132.94 | $1,595.32 |
| C4 | 153 | $132.94 | $1,595.32 |
| C5 | 153 | $132.94 | $1,595.32 |
| C6 | 153 | $132.94 | $1,595.32 |
| C7 | 153 | $132.94 | $1,595.32 |
| C8 | 153 | $132.94 | $1,595.32 |
| C9 | 153 | $132.94 | $1,595.32 |
| C10 | 153 | $132.94 | $1,595.32 |
| C11 | 153 | $132.94 | $1,595.32 |
| C12 | 153 | $132.94 | $1,595.32 |
| C13 | 153 | $132.94 | $1,595.32 |
| C14 | 153 | $132.94 | $1,595.32 |
| C15 | 153 | $132.94 | $1,595.32 |
| C16 | 153 | $132.94 | $1,595.32 |
| C17 | 153 | $132.94 | $1,595.32 |
| C18 | 153 | $132.94 | $1,595.32 |
| C19 | 153 | $132.94 | $1,595.32 |
| C20 | 153 | $132.94 | $1,595.32 |
| C21 | 153 | $132.94 | $1,595.32 |
| C22 | 153 | $132.94 | $1,595.32 |
| C23 | 153 | $132.94 | $1,595.32 |
| C24 | 153 | $132.94 | $1,595.32 |
| C25 | 153 | $132.94 | $1,595.32 |
| C26 | 153 | $132.94 | $1,595.32 |
| C27 | 153 | $132.94 | $1,595.32 |
| C28 | 153 | $132.94 | $1,595.32 |
| C29 | 153 | $132.94 | $1,595.32 |
| C30 | 153 | $132.94 | $1,595.32 |
| C31 | 153 | $132.94 | $1,595.32 |
| C32 | 153 | $132.94 | $1,595.32 |
| C33 | 153 | $132.94 | $1,595.32 |
| C34 | 153 | $132.94 | $1,595.32 |
| C35 | 153 | $132.94 | $1,595.32 |
| C36 | 153 | $132.94 | $1,595.32 |
| C37 | 153 | $132.94 | $1,595.32 |
| C38 | 153 | $132.94 | $1,595.32 |
| C39 | 153 | $132.94 | $1,595.32 |
| C40 | 153 | $132.94 | $1,595.32 |
| C41 | 153 | $132.94 | $1,595.32 |
| C42 | 153 | $132.94 | $1,595.32 |
| C43 | 153 | $132.94 | $1,595.32 |
| C44 | 153 | $132.94 | $1,595.32 |
| C45 | 153 | $132.94 | $1,595.32 |

| | | | |
|---|---|---|---|
| C46 | 153 | $132.94 | $1,595.32 |
| C47 | 153 | $132.94 | $1,595.32 |
| C48 | 153 | $132.94 | $1,595.32 |
| C49 | 153 | $132.94 | $1,595.32 |
| C50 | 153 | $132.94 | $1,595.32 |
| C51 | 153 | $132.94 | $1,595.32 |
| C52 | 153 | $132.94 | $1,595.32 |
| C53 | 153 | $132.94 | $1,595.32 |
| C54 | 153 | $132.94 | $1,595.32 |
| C55 | 153 | $132.94 | $1,595.32 |
| C56 | 153 | $132.94 | $1,595.32 |
| C57 | 153 | $132.94 | $1,595.32 |
| C58 | 153 | $132.94 | $1,595.32 |
| C59 | 153 | $132.94 | $1,595.32 |
| C60 | 153 | $132.94 | $1,595.32 |
| C61 | 153 | $132.94 | $1,595.32 |
| C62 | 153 | $132.94 | $1,595.32 |
| C63 | 153 | $132.94 | $1,595.32 |
| C64 | 153 | $132.94 | $1,595.32 |
| C65 | 153 | $132.94 | $1,595.32 |
| C66 | 153 | $132.94 | $1,595.32 |
| C67 | 153 | $132.94 | $1,595.32 |
| C68 | 153 | $132.94 | $1,595.32 |
| C69 | 153 | $132.94 | $1,595.32 |
| C70 | 153 | $132.94 | $1,595.32 |
| C71 | 153 | $132.94 | $1,595.32 |
| C72 | 153 | $132.94 | $1,595.32 |
| C73 | 153 | $132.94 | $1,595.32 |
| C74 | 153 | $132.94 | $1,595.32 |
| C75 | 153 | $132.94 | $1,595.32 |
| C76 | 153 | $132.94 | $1,595.32 |
| C77 | 153 | $132.94 | $1,595.32 |
| C78 | 153 | $132.94 | $1,595.32 |
| C79 | 153 | $132.94 | $1,595.32 |
| **TOTAL** | **168,272** | **$156,129.22** | **$1,873,550.62** |

For greater details, see Section Schedule A.

The Sponsor will not be applying for any tax exemption benefits for the residential units. The assessed valuation after completion of improvement is estimated to be $11,655,630

The building will be seeking Industrial & Commercial Abatement Program ("ICAP") benefits for the Community Facility space. The ICAP Program abates the increase in real estate taxes due to new construction for eligible commercial buildings. Certain properties in

eligible locations receive 13-year additional inflation protection on their assessment base. Buildings such as the Property contained less than 10% retail space in Queens County receive benefits based on a twenty-five year abatement schedule. The amount of the abatement is calculated by subtracting 115% of the initial tax from the post-completion tax. The initial tax is based on that charged before construction is complete. Assuming a twenty-five year abatement with inflation protection, taxes benefits is phased out incrementally in 10% increments in years 17 to 25. Inflation protection ceases after the 13th year after commencement of benefits. In order to preserve ICAP benefits Community Facility owners must file an "RPIE" report and a Certificate of Continuing Use with the New York City Department of Finance each year. For greater details, see section titled, *"Tax Exemption Benefits"*.

The projected real estate taxes for the first year of operation contained in Schedule A are based on an estimated assessment of the building after construction or rehabilitation is complete based on a comparison of other similar residential condominium buildings in the last 5 years' of Queens. As this is an estimated projection of what the real estate taxes may be after construction is complete, Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction or rehabilitation is complete.

Please consult the sections of the Plan titled *"Opinions of Counsel"* and *" Real Estate Taxes and the Tax Status of Condominium"* for further discussion. As noted in the section entitled *"Real Estate Taxes."*

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, Sponsor will escrow with the Board of Managers an amount sufficient to pay real estate taxes for all units for six months from the first unit closing, or until the units are separately assessed, whichever is shorter. The Board of Managers will pay the real estate taxes from this escrow account as they become due and payable. At each Unit closing, real estate taxes will be adjusted between Sponsor and the Unit Purchaser through the end of the tax payment period within which the Closing occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. See section titled "*Closing Costs and Adjustments"* for further discussion.

6. Monthly Carrying Charges:

This figure is the sum of (i) projected monthly Common Charges and (ii) the projected monthly real estate taxes. In addition to the projected monthly Common Charges and any real estate taxes, the Unit Owner will be responsible for repairs to the interior of the Unit and separately metered electricity. If a Unit Owner obtains financing, the debt service on such financing will be an additional monthly expense. Under present law each Unit Owner, (if he or she itemizes deductions), will be entitled to a deduction for the interest component of any such debt service if the Unit is used as a primary or secondary home as well as for his or her real estate taxes. Any Purchaser who does not intend to use the Unit as a principal or second home should contact his or her tax advisor. The projected tax deduction (where applicable)

may vary in future years due to changes in the interest rate on the unit owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property. See section titled "*Opinion of Counsel*."

**PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION**
**FOR**
**EASTONE PLAZA CONDOMINIUM**
**SCHEDULE B**
**BEGINNING January 1, 2025**

**PROJECTED INCOME**

Common Charges $ 766,028

**PROJECTED EXPENSES**

| EXPENSES | RESIDENTIAL | COMMERCIAL | TOTAL |
|---|---|---|---|
| Labor | $76,000 | $0.00 | $76,000.00 |
| Gas and Hot Water | $92,704 | N/A – Submeter | $92,704 |
| Electricity | $99,005 | N/A – Submeter | $99,005 |
| Water & Sewer | $112,959 | N/A – Submeter | $112,959 |
| Repair & Maintenance | $28,000 | $0.00 | $28,000 |
| Legal & Audit | $6,056 | $1,444 | $7,500 |
| Insurance | $107,260 | $26,100 | $133,360 |
| Management | $58,135 | $13,865 | $72,000 |
| Contingency | $29,477 | $7,023 | $36,500 |
| Reserve Fund | $61,126 | $14,874 | $76,000 |
| Elevator | $28,000 | $0 | $28,000 |
| Taxes | $3,230 | $770 | $4,000 |
| **TOTAL** | **$701,952** | **$64,076** | **$766,028** |

Note: Sponsor represents that if at a future date prior to the First Unit Closing the Offering Plan must be amended to include a revised projected budget and such amended projections exceed the projections set forth above by twenty-five (25%) percent or more, each Purchaser shall have the right, for fifteen (15) days subsequent to the date of mailing or personal delivery of a copy of such amendment to him or her, to rescind his or her Purchase Agreement, and, if not otherwise in default, have his or her Down Payment refunded. If the anticipated commencement date of the condominium operation is delayed more than 6 months, the plan must be amended to include the revised budget. Sponsor has attempted to make accurate estimates. If Sponsor offers a unit purchaser a right of rescission, the purchaser will get a reasonable period of time of not less than 15 days after service upon him of notice of the right of rescission to exercise her/his right to rescind.

Please note that this plan contains Special Allocations pursuant to section 339-m of the Real Property Law for Labor, Hot Water, Water & Sewer and Management fees, which are contained in the Condominium's declaration. Commercial Unit owners must pay for their own water & sewer, provide for their own management and labor. Parking Unit owners only pay for electric and insurance expenses. This division is authorized under section 339-m based upon the

exclusive use by residential unit owners of a common water and sewer meter and the exclusive use by residential unit owners of the services of the management company. Please see section 7 in the Declaration. The requirements for amending these provisions of the declaration do not differ from those otherwise provided in the declaration for other amendments. See Sections titled "*Schedule "B*" and *Declaration*.

THE ACCOMPANYING NOTES, WHICH FOLLOW THIS SCHEDULE B, ARE AN INTEGRAL PART HEREOF AND SHOULD BE READ IN CONJUNCTION HEREWITH.

## NOTES TO SCHEDULE B

1. Common Charges: ($766,028)

Common Charges represent each Unit's proportionate share of the Common Expenses.

2. Labor: ($76,000)

The condominium also will have one full-time superintendent who will not be a union member and will be compensated at a wage that meets state minimum wage laws. The Super will be responsible for general duties, including cleaning and sweeping the halls and minor repair work. A Superintendent will be employed full-time and will be available to address the building's needs 24/7 to attend to emergency situations which may arise that endanger person or property. A Superintendent shall have knowledge of the building systems such that he may notify the property authorities or emergency services in the event of an emergency that endangers person or property.

This level of staffing complies with applicable housing and labor laws, which require that a multiple dwelling of nine or more dwelling units have a person who performs janitorial services that resides within one block or 200 feet from the dwelling, whichever is less, unless the owner resides in the building. (See NYC Administrative Code §27-2054) The prevailing rate for a full-time superintendent would be $48,000 per year which would require that there be a substantial increase in the common charges to pay for the full time superintendent.

3. Gas and Hot Water: ($92,704)

The cost of gas and hot water for the entire building was estimated by EJC Engineering PLLC in the quoted amount. The building has one common gas meter for residential heating in public areas, residential cooking and hot water usage. A 5% inflation factor has been added over current rates. It assumes usage of 15,352 therms per year at a cost per therm of $1.94. For further details see the report EJC Engineering PLLC, dated February 14, 2023.

Heat for the Units are paid for by individual unit owners. See Schedule B-1 for individual heating charges.

4. Utilities (Electric): ($99,005)

This item covers the cost of electricity for cooling and/or heating for the common residential areas. Estimated Electric Consumption/Charges (for building) make the following assumptions: 397,609 kwh annually at $.249 per kwh. For further details see the report EJC Engineering PLLC, dated February 14, 2023.

For projections of unit Owner's cost, see Schedule B-1 of this Offering Plan. Electricity will be supplied to the building by Con Edison.

It is not possible to predict how closely the budgeted figure or the estimated electric energy cost for each Unit will reflect the actual expenses for electricity to be incurred during the first year of condominium operation because such expenses will vary with the level of consumption and the cost of electricity. Consequently, it is likely that electric rates will increase, although it is not possible to forecast the amount or timing of such increase. It is believed that the projected figure should be sufficient to cover any reasonable increase in the cost of electricity resulting from the foregoing during the first year of condominium operation.

5. Water and Sewer: ($112,959.00)

The building has one common water meter for residential units. The water and wastewater (sewer) charges are collected together by the New York City. The current wastewater rate is charged at 159% of the applicable water charge. The City of New York currently charges $4.30 per hundred cubic feet of water and sewer (approximately 7,592,000 gallons). There will be one water meter servicing the entire building. Based on NYC DEP publication on average water use which can be found at http://www.nyc.gov/html/dep/html/residents/wateruse.shtml.

It is estimates that an annual water consumption of:
**1,014,906 CF/yr x 10.61 per HCF (hundred cubic feet)**

For further details see the report EJC Engineering PLLC, dated February 14, 2023.

6. Repairs and Maintenance: ($28,000.00)

The figure does not include maintenance and repair expenses within each Unit. Such expenses are the obligation of the Unit Owner. The budgeted amount is based on normal maintenance and repairs and is designed to cover normal maintenance and repair costs associated only with the Common Elements, such as interior repairs, roof repairs, repairs to exterior walls, foundations, windows, doors and locks, plumbing repairs, electrical repairs, janitor supplies and painting of common areas. The amount is based on the experience of the Managing Agent in managing a new construction Building of comparable size, quality, and amenities. The estimate is effective January 19, 2023. No provision has been made to cover the cost of any major capital expenditure. If such expenditure is required, each Unit Owner will be obligated to pay his or her pro rata share of such expenditure.

7. Legal and Accounting: ($7,500.00)

The legal and accounting expenses are for legal consultation, accounting and auditing. The accounting quotation is based on a fee quotation of $7,500 from ROSS STRENT & COMPANY, LLP, at 1860 Walt Whitman Road, Suite 900, Melville, NY 11747, dated December 22, 2022. The $7,500 includes a $2,000 budget for annual filing of corporate income tax returns. In the event the condominium desires to retain an attorney to attend the annual meeting, and for the provision of minor legal services (such as attending an annual meeting, or review of simple agreements), additional common charges or assessments will be collected to cover any additional legal fee.

8. Insurance: ($133,360.00)

The Condominium must have public liability insurance at closing. The budgeted amount for insurance, provided by Rosensweig Insurance Inc., 160 Herricks Road, PO BOX 70, Mineola, NY 11501, Tel No. (516) 352-7495. is for the following coverage's and is based upon premium costs from January 1, 2025 to December 31, 2025.

Coverages & limits premiums per building - $6,000,000 limit, subject to a deductible of $5,000 per occurrence $ 8,000.00 boiler & machinery, subject to building deductible included maintenance fees – actual loss – no deductible included liability -comprehensive form - $1,000,000 per occurrence and $2,000,000 per aggregate included fire damage – covered, subject to the building deductible included flood insurance – covered, subject to the building deductible director & officer liability – $1,000,000 per ocurrence crime/fidelty liability – $500,000.00 per occurrence included $8,000.00 $500.00 total anticipated annual premium $9,300.00. Total Premium of the above is estimated at $133,361 as of January 4, 2023.

The Sponsor represents that it shall initially provide on behalf of the Condominium at the Condominium's expense, to be effective at the First Unit Closing, insurance in the amounts and for the coverage as set forth above.

The following will be named insured on the afore-described property insurance: the Board of Managers, each officer thereof, each Unit Owner, each Permitted Mortgagee, Sponsor and Managing Agent. There will be no cancellation without notice to each of the named and additional insured.

Comprehensive general liability insurance includes coverage for bodily injury and property damage caused by objects falling from balconies or terraces, but does not cover Unit Owner for his or her own negligence.

Fire and casualty insurance includes coverage for damage to all Common Elements, including, without limitation, damage to all walls, ceilings and floors in the Units (other than those walls, ceilings and floors erected by a Unit Owner other than Sponsor) as finished by the Sponsor in accordance with the section titled "*Description of Property and Specifications"* and all kitchen and bathroom fixtures and appliances installed therein by Sponsor as described in said section. The property coverage will be written on a replacement cost agreed amount basis. This coverage will prevent the Condominium from becoming a co-insurer in the event of fire or other casualty.

Coverage for rent insurance, water damage, elevator collision, boilers and machinery, auto liability, garage keeper's liability and a fidelity bond is not included, and may be available for an extra cost. The consequences of not having such additional insurance is that in the event of an uncovered claim or damage the Board of Managers may need to assess a special assessment to the unit owners to be able to pay for the claim or damage.

The policy will contain a waiver of subrogation, a waiver of defense based upon the acts of the insured and Unit Owners and a waiver of any pro rata reduction if additional Unit Owners obtain coverage. Sponsor represents that the amount of insurance described above is adequate to cover the replacement of the Building in the event of loss and is adequate to avoid the Condominium association from being a co-insurer.

No coverage is provided for such risks as fire and casualty losses to the contents of each individual Unit, except stated above, nor does the coverage take into account any future replacements, improvements or additions to either the Units or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Unit Owner arising from any occurrence due to his or her negligence Unit is included in the coverage described above. PURCHASERS SHOULD OBTAIN THEIR OWN INSURANCE FOR RISKS OF FIRE AND CASUALTY LOSSES.

In recent years, premiums for insurance (especially fire and liability insurance) have increased significantly. It is not possible to predict whether future premiums will continue to escalate at the sum substantial rate or will level off. Although the projection is believed to be reasonable, no budget item is warranted. For further discussion of insurance coverage, please see the section titled "*Obligations of Unit Owners."*

The terms of the insurance will provide that (1) each owner is an additional insured party, and (2) there will be no cancellation without notice to the Board of Managers.

The insurance coverage meets the requirements of any mortgage lender procured by the Sponsor.

9. Management Fees: ($72,000.00)

CLS Professional Inc. will manage the building for the first year at a charge of $72,000.00 annually. The fees charges by the Managing Agent less than those charged for similar buildings by other managing agents. A market rate charge would be around $28,800 annually; common charges would have to increase if another managing agent is hired Because of Sponsor control during the Sponsor control period (two years or until the units are sold constitute more than 50% of the Common Interest, whichever first occurs) , Sponsor could effectively prevent the hiring of a new managing agent. Also, Sponsor will control the Board whether a managing agent is hired, during the Sponsors control period. The Sponsor cannot prevent the Managing Agent from being fired for cause. For further description, please see the section titled "*Management Agreement."*

10. Contingency: ($36,500.00)

The contingency, which is about 5% of the annual budget, represents a fund for unanticipated operational expenses.

11. Reserve Fund: ($74,000.00)

The budget does provides for a reserve fund, which is for capital expenditures. The Fund, which is approximately ten percent (10%) of the budget, provides money for possible capital expenses. There can be no assurance that such fund will be sufficient to pay for major capital repairs or replacement items, which may be needed within the first five years of condominium operation. If additional money is required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. In the event of any material change in the budget, this Offering Plan will be amended.

12. Elevator: ($28,000.00)

13. Taxes: ($4,000.00)

As this condominium is greater than 15% commercial, the Condominium does not qualify for Section 528 status. It not anticipated that the condominium's income will materially exceed its expenses, as such the condominium would have very little taxable income, and therefore any tax liability would be nominal. The condominium has allocated $2,000 for any potential income tax liability.

IN THE OPINION OF THE BUDGET EXPERT, CLS Professional Inc. (SET FORTH IN THE SECTION TITLED "*CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET,"* IN PART II OF THIS OFFERING PLAN), THE PROJECTED RECEIPTS APPEAR REASONABLE AND ADEQUATE BASED ON PRESENT PRICES (ADJUSTED TO REFLECT CONTINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE UNITS SIMILARLY SITUATED) TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING JANUARY 1, 2025. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD Of MANAGERS WILL BE AS SET FORTH IN THE SAID PROJECTED BUDGET. IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE PROJECTED BUDGET.

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

**SCHEDULE B-1**
**Projected Budget for Individual Energy Costs.**
**For the period commencing January 1, 2025**

The average yearly charge for electricity for all Residential Units has been estimated by EJC Engineering PLLC on rates in effect on January 23, 2024. This projection includes sales taxes and a 10% inflation factor.

The energy costs estimated for individual units are summarized below:

Estimated Water Usage for Residential Units:

(a) Estimated daily usage for (12) Studio Residential Units: 50 gallons per unit.
(b) Estimated daily usage for (97) 1-Bed Residential Units: 100 gallons per unit.
(c) Estimated daily usage for (66) 2-Bed Residential Units: 150 gallons per unit.
(d) Estimated daily usage for (4) public bathrooms: 600 gallons.

Estimate Total Daily Usage: 20,800 gallons

Estimated Annual Usage: 7,592,000 gallons = 1,014,906 cubic feet

Estimated electric usage for Residential Units:

| **Unit** | Area (S.F.) | Air Condition (kWhrs) | Heating (kWhrs) | Lighting (kWhrs) | Other Appliances (kWhrs) | Total Electric Usage (kWhrs) | Unit Cost w/ 5% Inflation | Total Annual Cost |
|---|---|---|---|---|---|---|---|---|
| Studio | 329 | 617 | 1,110 | 384 | 576 | 2,688 | $0.249 | $669 |
| 1-Bed Type A | 438 | 821 | 1,478 | 512 | 767 | 3,578 | $0.249 | $891 |
| 1-Bed Type B | 510 | 956 | 1,721 | 596 | 894 | 4,167 | $0.249 | $1,038 |
| 2-Bed Type A | 631 | 1,183 | 2,130 | 737 | 1,106 | 5,155 | $0.249 | $1,284 |
| 2-Bed Type B | 801 | 1,502 | 2,703 | 936 | 1,403 | 6,544 | $0.249 | $1,629 |

For greater details, see attached report of EJC Engineering, PLLC, dated January 23, 2024.

*EJC Engineering, PLLC*
136-18 39th Avenue, Suite 703
Flushing, NY 11354
Tel: (718) 353-1080 www.ejceng.com

January 23, 2024

Eastone Parsons Holding LLC
3522 Linden Place
Flushing, NY 11354

**Re: The Utility Cost Estimated – 38-20 Parsons Blvd, Flushing, NY**

Dear Sir or Madam:

Upon your request, I am setting forth below the estimated energy consumption for the proposed 7-story mixed-use building, to be located at 38-20 Parsons Blvd, Flushing, New York 11354, based upon the building plans and other pertinent information furnished by your design teams. I authorize you, the sponsor of said condominium, to include this estimation as a part of your submission to the New York Department of Law and an exhibit to the condominium offering plan.

Each estimation below is based on the current rate plus five percent (5%) increase for inflation allowance.

1. Common Electricity Consumption

This item covers the cost of electricity for cooling and/or heating for the common residential areas including indoor residential lobby area, corridors, lounge, gym, child playroom and conference room.

(a) Heating in common spaces (res. lobby, lounge, gym and child/conf. room)
15.0-ton x 1.5 kWhr /ton x 6 x 120 = 16,200 kWhrs / year

(b) Cooling in common spaces (res. lobby, lounge, gym, child/conf. room and corridors)
30.0-ton x 1.5 kWhr /ton x 3 x 90 = 12,150 kWhrs / year

The total estimated annual electricity consumption for common space cooling and heating is approximately 28,350 (= 16,200 + 12,150) kWhrs.

*EJC Engineering, PLLC*
136-18 39th Avenue, Suite 703
Flushing, NY 11354
Tel: (718)353-1080 www.ejceng.com

This item covers the cost of electricity for lighting the common areas and for running the elevator, small motors and pumps.

(a) Lighting

1) Lighting in vestibule, lobby and corridors is projected at 5,102 watts operating 12 hours a day, 365 days a year.
5,102 x 12 x 365 = 22,346 kWhrs / year.

2) Lighting in Lounge room, gym child playroom, conference room and business center on 2nd floor is projected at 567 watts operating at 2 hours per day, and 365 days per year.
567 x 2 x 365 = 414 kWhrs / year.

3) Lighting in utility rooms, stairways and storage rooms is projected at 1,185 watts operating 1 hours a day, and 365 days per year.
1,185 x 1 x 365 = 433 kWhrs / year.

4) Lighting for bike room and parking garage on sub-cellar and cellar floor is projected at 12,755 watts operating 24 hours a day, 365 days a year.
12,755 x 18 x 365 = 83,798 kWhrs / year

The total estimated annual electricity consumption for common space lighting is approximately 106,990 (= 22,346 + 414 + 433 + 83,798) kWhrs.

(b) Building Service Systems

| | Load (Kw) | Use Factor | KW-HRS |
|---|---|---|---|
| Water & Sewer pumps | 22 | 0.2 | 37,769 |
| Elevator | 80 | 0.2 | 140,160 |
| Small Motor | 47 | 0.2 | 83,125 |
| Total | - | - | 261,054 |

• Based on 24 hours full load operation.

The total estimated annual electricity consumption for common areas lighting and building service systems is approximately 368,044 (= 106,990 + 261,054) kWhrs.

This item covers the cost of electricity for water heating in common area.

Water heating in common area by Electric Water Heater
4.16 kW x 4 x 0.2 x 365 = 1,215 kWhrs / year.

Therefore, the aggregated annual electricity consumption for residential common area heating, cooling and lighting, building service systems and water heating is approximately 397,609 (= 28,350 + 368,044 + 1,215) kWhrs, @ $0.249 per kWhr, the projected annual electricity cost is **$99,005 / year or $8,250 / month.**

2. Common Water and Sewer Consumption

The building has one common water meter for residential units. The water and wastewater (sewer) charges are collected together by the New York City. The current wastewater rate is charged at 159% of the applicable water charge.

(a) Estimated daily usage for (12) Studio Residential Units: 50 gallons per unit.
(b) Estimated daily usage for (97) 1-Bed Residential Units: 100 gallons per unit.
(c) Estimated daily usage for (66) 2-Bed Residential Units: 150 gallons per unit.
(d) Estimated daily usage for (4) public bathrooms: 600 gallons.

Estimate Total Daily Usage: 20,800 gallons
Estimated Annual Usage: 7,592,000 gallons = 1,014,906 cubic feet

Water charge@ $4.30 per 100-cubic feet
Water and sewer@11.13 per 100-cubic feet (= $4.30 x 259%)

Estimated total annual water and sewer cost = **$112,959 / year or $9,413 / month**

*EJC Engineering, PLLC*
136-18 39th Avenue, Suite 703
Flushing, NY 11354
Tel: (718) 353-1080 www.ejceng.com

3. Estimated Annual Cost of Electricity for Each Residential Unit

| | Area (S. F.) | Air Condition (kWhrs) | Heating (kWhrs) | Lighting (kWhrs) | Other Apliances (kWhrs) | Total Electrical Usage (kWhrs) | Unit Cost w./ 5% inflation -ary fact | Total Annual Cost |
|---|---|---|---|---|---|---|---|---|
| Studio | 329 | 617 | 1,110 | 384 | 576 | 2,688 | $ 0.249 | $ 669 |
| 1-Bed Type A | 438 | 821 | 1,478 | 512 | 767 | 3,578 | $ 0.249 | $ 891 |
| 1-Bed Type B | 510 | 956 | 1,721 | 596 | 894 | 4,167 | $ 0.249 | $ 1,038 |
| 2-Bed Type A | 631 | 1,183 | 2,130 | 737 | 1,106 | 5,155 | $ 0.249 | $ 1,284 |
| 2-Bed Type B | 801 | 1,502 | 2,703 | 936 | 1,403 | 6,544 | $ 0.249 | $ 1,629 |

4. Common Gas Consumption

The building has one common gas meter for residential heating in public areas, residential cooking and hot water usage. A 5% inflation factor has been added over current rates.

(a) Heating in public areas

(15,400 sq. ft. x 25 btu/sq. ft. x 6 x 120) / 100,000 x $1.94 = $5,370/year

(b) Residential cooking

1) (12) Studio unit cooking = (25,000 btu x 2 x 365 x 80%) / 100,000 = 146 Therms/year

2) (97) 1-Bed unit cooking = (25,000 btu x 2 x 365 x 90%) / 100,000 = 164 Therms/year

3) (66) 2-Bed unit cooking = (25,000 btu x 2 x 365 x 100%) / 100,000 = 183 Therms/year

Residential cooking usage
= (12 x 146 Therms + 97 x 164 Therms + 66 x 183 Therms) x $1.94 = $57,593/year

(c) Hot water usage assumption: 1/3 of water usage is hot water and generated by natural gas.

1) (12) Studio unit hot water = (50 x 1 x 365) / 3 = 6,083 gallons / 160 gallons = 38 Therms/year

2) (97) 1-Bed unit hot water = (50 x 2 x 365) / 3 = 12,167 gallons / 160 gallons = 76 Therms/year

3) (66) 2-Bed unit hot water = (50 x 3 x 365) / 3 = 18,250 gallons / 160 gallons = 114 Therms/year

Hot water usage = (12 x 38 Therms + 97 x 76 Therms + 66 x 114 Therms) x $1.94
= 15,352 Therms x $1.94 = $29,741/year

Estimated total common gas annual cost = **$92,704 / year or $7,725 / month**

5. General Assumptions

The projections of the energy consumptions are based upon the following assumptions:

(a) Usage of Electricity

1) Air Conditioning

i. Electrical consumption for air conditioning is based upon the **average** electrical demands of 1.5 kWhr per ton of refrigeration.

ii. Each Unit is to operate 450 - 500 equivalent full load hours per year.

iii. All rooms are air conditioned with 1 ton of refrigeration covering approximately 400 square feet of interior floor area.

2) Heating

i. Each Unit is to operate 700 – 800 equivalent full load hours per year.

ii. All rooms are heated with 1 ton of utility heat source (electric / gas) covering approximately 400 square feet of interior floor area.

3) Lighting and Appliances

i. Lighting cost is based upon watts per square foot in compliance with NYCECC Table 9.5.1.

ii. The average residential unit is assumed to utilize forty percent of lighting fixtures approximately 8 hours per day and 365 days per year.

iii. Appliances cost is based upon 2 watts per square foot.

iv. Electrical consumption for other appliances is based upon normal use of standard appliances, including refrigerator, clothes washer and dryer, televisions and computers.

(b) Bill

The estimated heating energy consumption is based upon the following:

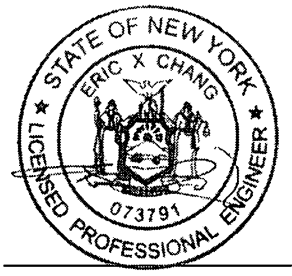
| | |
|---|---|
| Average winter temperature in New York City | 42. 8 degrees Fahrenheit |
| Degree Days in New York City | 4,871 |
| Electricity efficiency | 80% |
| Outdoor design temperature | 95 Degrees Fahrenheit |
| Indoor design temperature | 72 Degrees Fahrenheit |

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(c) Heating

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

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.




Eric Chang P.E.

## COMPLIANCE WITH
## REAL PROPERTY LAW 339 (i).

The basis for projecting the share of expenses attributable to each unit is as authorized by Real Property Law Section 339(i)(1)(iv). The common element and share of expenses are based on floor space and "subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit"

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

**SEE ATTACHED LETTER**

**THOMAS E. BERINATO**
**Attorney At Law**
**123-40 83rd Avenue**
**Suite #1D**
**Kew Gardens, New York 11415**
**Tel.: (718) 575-3400**
**Tberinato@verizon.net**

July 17, 2023

Real Estate Finance Bureau
New York State Department of Law
28 Liberty Street, 15th Floor
New York, NY 10005

RE: Eastone Plaza Condominium
38-20 Parsons Boulevard
Flushing, NY 11354

Dear Sir/Madam:

I am a New York State licensed attorney and I have been involved in the practice of real estate for over 30 years. During that time, I have been involved in the creation of condominiums, representing Condominium Boards, and litigation on behalf of condominiums.

The method used for assigning percentage of common interest to each condominium unit is provided in Section 339-i of the New York Real Property Law.

Real Property Law Section 339-i(1)(iv) authorizes the percentage of Common Interest allocated to each Unit to be 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".

This building has special allocations. The Community Facility units' common charges are less per square foot then a similar size residential unit. For this condominium, additional factors will apply to the units; specifically, the community facility units do not use the elevator and or utilities, and therefore those units will not incur costs for those items. Additionally, the parking spaces are also not responsible for utilities and elevator related expenses.

In my opinion, this method was properly used in determining percentage of common interest for the subject condominium.

/s/ *Thomas E. Berinato*
Thomas E. Berinato

## COMMUNITY FACILITY UNITS

There are 175 residential units on Second to Sixth Floor, nineteen (19) community facility units located on the 1st Floor, seventy-nine (79) parking spaces in the cellar, and seventy-five (75) parking spaces in the sub-cellar. The permitted use of the Community Facility unit is as a health care facility and/or a day care facility. The Community Facility unit cannot be used for any other use, and use as a restaurant, massage parlor or for the sale of pornographic materials is expressly prohibited by the certificate of occupancy and the by-laws. In the event that the community facility unit owner was to rent the unit, the use of the units would still be limited to a health care and day care facility.

The contemplated community facility use may involve significantly more noise and traffic coming and going from the building than would be generated by residential use of the space.

The common charges payable by the Community Facility unit owners are sufficient to cover the expenses fairly attributable to such unit. The basis for projecting the share of expenses attributable to each unit is as authorized by Real Property Law Section 339(i)(1)(iv). The Community Facility units' common charges are the same per square foot then a similar size residential unit. Additionally, the parking spaces are also not responsible for utilities and elevator related expenses.

The Community Facility Unit owner has no right to subdivide the unit, but they can rent the unit in the same manner as residential unit owners.

The Community Facility Unit owner has no rights or obligations which differ from those of the residential unit owners.

The Sponsor shall be the representative of the Community Facility Unit on the Board of Managers until it is all sold.

Please note that this plan contains Special Allocations pursuant to section 339-m of the Real Property Law for Labor, Hot Water, Water & Sewer and Management fees, which are contained in the Condominium's declaration. Commercial Unit owners must pay for their own water & sewer, provide for their own management and labor. Parking Unit owners only pay for electric and insurance expenses. This division is authorized under section 339-m based upon the exclusive use by residential unit owners of a common water and sewer meter and the exclusive use by residential unit owners of the services of the management company. Please see section 7 in the Declaration. The requirements for amending these provisions of the declaration do not differ from those otherwise provided in the declaration for other amendments. See Sections titled "*Schedule "B*" and *Declaration*.

## CHANGES IN PRICES OR UNITS

1. Changes in Prices:

Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without prior notice and without the consent of any Board, Unit Owner or mortgagee, to change the price, including, without limitation, the manner of payment thereof and other terms of sale of any Unit, except that no such change with respect to any Unit for which a Purchase Agreement is then in effect may be made without the consent of the Purchaser. As set forth in the Notes to Schedule A, offering prices are negotiable and subject to change. The offering prices set forth in Schedule A must be changed by a duly filed amendment to this 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. Sponsor may, however, sell one or more Units to a Purchaser at prices lower than those set forth in Schedule A without filing an amendment to this Offering Plan. As a result of the negotiability of offering prices and the right to change them, certain Purchasers may pay or may have paid more or less than other Purchasers under this Offering Plan for similar Units. However, no change in price will affect the percentage of Common Interest allocated to a Unit.

2. Changes in Units:

Sponsor reserves the right (except to the extent prohibited by law) at any time and from time to time, before the recording of the Declaration, without prior notice and without the consent of any Board, Unit Owner or mortgagee, to (i) change the layout of, or number of rooms in, any Unsold Unit, (ii) change the size and/or number of Units or Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Units or Unsold Units including those resulting from such subdivision or otherwise) into one or more Units, altering any boundary walls between one or more Units or Unsold Units or otherwise and (iii) if appropriate, reapportion among the Units or unsold Units affected by any such change, their Common Interests. Notwithstanding the foregoing, unless the Purchaser consents thereto or unless such change will not alter the Common Interest of such Unit, no such change will be made with respect to any Unit for which a Purchase Agreement is then in effect and with respect to which the Purchaser is not in default provided, however, that all such changes to Units which are made shall be made only upon terms and conditions acceptable to Sponsor, in its sole discretion. The Common Interest of a Unit may change if there is a change in the ratio of the floor area of such Unit to the total floor area of all Units, reflecting, however, the substantially exclusive advantages, if any, enjoyed by one or more but not all Units in a part or parts of the Common Elements.

No changes will be made in the size or number of Units, and/or their respective percentage of Common Interest and no material change will be made in the size and quality of common elements, except by amendment to the plan, and when applicable, to the Declaration.

Unless an affected purchaser consents, no material change will be made in the size, layout or percentage of common interest if a Purchase Agreement has been executed and delivered to the Sponsor for that unit.

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. If there is a material amendment to the Offering Plan that adversely affects the purchasers, the sponsor must grant purchasers a right of rescission and a reasonable period of time that is not less than fifteen (15) days after the date when an amendment to the Offering Plan disclosing such material change is presented to exercise the right of rescission. The Sponsor must return any deposit or down payment to purchasers who rescind. Sponsor cannot make a change unilaterally to a unit if a purchase agreement has been executed. If a purchaser does not consent to the change, such change cannot be made even if sponsor offers the right of rescission. If the adversely affected purchaser does not rescind and does not consent to the change, the change cannot be made by the Sponsor.

Before changing the size or number of Units, Sponsor or its designee or such owner or lessee of an Unsold Unit shall comply with all laws, ordinances, and regulations of all governmental authorities having jurisdiction and shall first obtain the approval of all authorities whose approval is required by law.

So long as the layout and dimensions of a Unit conform materially to the Floor Plans, a Purchaser who is a party to a binding Purchase Agreement will not be excused from purchasing a Unit and will not have any claim therefor against the Sponsor by virtue of any insubstantial change or discrepancy in the Floor Plans. 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.

## INTERIM LEASES

After the condominium is formed and the first unit closes, the Sponsor may, if it chooses, rent units that are vacant before the closing to a unit purchaser.

Interim leases would not be subject to rent stabilization, rent control, or other rental protection laws. Any uncured default under the purchase agreement would constitute a default under the lease. Any uncured default under the lease would constitute a default under the purchase agreement.

Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the unit.

If the interim lessee has to vacate the unit after a default under the purchase agreement or rescission of the purchase agreement by the lessee, he must do so within thirty (30) days.

A copy of the interim lease is annexed hereto in Part Two of the Offering Plan.

Prior to the first unit closing, the entire building will be insured by the sponsor. After the first closing, the entire building will be insured by the condominium. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. Therefore, a person who takes possession prior to closing assumes the risk of losses not covered by insurance. For further discussion, see Section titled "Notes to Schedule B".

Smoking is not permitted anywhere in the building (except inside units) including common areas and outdoor limited common elements such as balconies, decks, etc that are appurtenant to units. Smoking is permitted inside units. The smoking policy is intended to be the same as the policies set forth in the Smoke Free Air Act. NYC Administrative Code § 17-505. ("SFAA"). SFAA does not prohibit smoking in private units or apartments or other private residences (except in areas where child day care centers or health care facilities operate and are open or employees are working). See Section titled "*Rights and Obligations of Unit Owners and the Board of Managers*"

## PROCEDURE TO PURCHASE:

1. **The Escrow Agent**:

The law firm of Thomas E. Berinato, Esq. with an address at 123-40 83rd Avenue, Suite 1D, Kew Gardens, NY 11415, telephone number (718) 575-3400, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Thomas E. Berinato, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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 the Escrow Agreement or the performance or non-performance of Escrow Agent duties under the Escrow 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.

Escrow Agent is discharged of Escrow Agent's obligations to the sponsor upon payment of the deposit and interest in accordance with these regulations of the New York State Department of Law. Escrow Agent shall have the right to represent the sponsor in any lawsuit. Sponsor receives no compensation from JP Morgan Chase Bank in connection with the holding of the escrowed funds. Sponsor will compensate the Escrow Agent for his services in connection with the preparation and consummation of the Offering Plan and such compensation includes services as an Escrow Agent.

**The Escrow Account**:

The Escrow Agent has established the escrow account at JP Morgan Chase, located at 81-35 Lefferts Blvd., Kew Gardens, NY 11415, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Thomas E. Berinato, Escrow Account for the EASTONE PLAZA CONDOMINIUM ("Escrow Account"). Each purchase will have a segregated sub-account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in a sub-account in excess of $250,000 will not be insured. If purchaser has accounts at the same bank as Sponsor's account that holds the escrowed funds, purchaser's funds at the escrow bank will be included as part of the $250,000 insurance limit.

All Deposits received from Purchaser shall be in the form of checks, money orders or wire transfers, (no cash accepted), and shall be made payable to or endorsed by the Purchaser to the order of Thomas E. Berinato, Esq., as Escrow Agent.

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

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

**The Purchase Agreement**:

The Purchase Agreement is included in Part II of the Plan. The relevant escrow trust fund provisions are included in the Escrow Rider to the Purchase Agreement, which must be executed by the Escrow Agent.

A unit purchaser shall be required to make a 10% down payment, which in the discretion of the Sponsor may be reduced, but not to less than $10,000.

The Sponsor must comply with Section 71-a(3) of the New York State Lien Law, which requires that the initial advance pursuant to a contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of residential condominium unit, on property to be purchased shall, at the vendee's option, be deposited within five business days thereafter by the recipient in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in this state. Such deposit, together with the interest accumulated thereon, shall remain the property of the vendee except as otherwise provided herein. The recipient shall advise the vendee in writing of the name of the depository where the funds have been placed within ten business days after such deposit has been made.

Within ten (10) days after a Purchaser delivers an executed purchase agreement together with the required deposit, the Sponsor must either accept the purchase agreement and return a fully executed counterpart of the purchase agreement to purchaser, or reject the purchase agreement and promptly refund in full the deposit previously tendered. If Sponsor takes no action within ten 10 business days after delivery of the purchase agreement and deposit, the purchase agreement shall be deemed rejected. The deposit will be returned within ten (10) business days.

**Notification to Purchaser**:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days after the escrow agreement is signed by all necessary parties, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for

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

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

Before funds are transferred to a new escrow account, or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided.

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

**Release of Funds**:

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

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 circumstances.

**Waiver Void**:

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

Sponsor expects the first closing of a unit to occur on or about January 1, 2023. If such date is delayed more than 12 months or more, purchasers will be offered rescission.

A down payment in the amount of ten percent (10%) of the Purchase Price is required on the signing of the Purchase Agreement.

Section 71-a(3) of the Lien Law requires deposits to be held in an escrow account. The initial advance pursuant to a contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of residential condominium unit or any structure designed solely for residential occupancy of not more than two families living separately, on property to be purchased shall, at the vendee's option, be deposited within five business days thereafter by the recipient in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in this state. Such deposit, together with the interest accumulated thereon, shall remain the property of the vendee except as otherwise provided herein. The recipient shall advise the vendee in writing of the name of the depository where the funds have been placed within ten business days after such deposit has been made.

The executed Purchase Agreement must be returned to the Sponsor's attorney along with 10% of down payment within 15 business days.

At the closing of title, and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor and substantially in the form set forth in Part II of the Plan. If the Purchasers do not sign the power of attorney, they won't be able to close.

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

The Sponsor anticipates that the first closing of a unit will occur by January 1, 2025. 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 December 31, 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.

However, if the first unit closing occurs before January 1, 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.

Within 15 business days after a Purchaser delivers an executed purchase agreement together with the required deposit, the Sponsor must either accept the purchase agreement and return a fully executed counterpart to the purchaser or reject the purchase agreement and

refund the full deposit previously tendered. If Sponsor takes no action, it will be presumed that the Purchase Agreement is rejected, and Purchaser's down payment shall be refunded.

3. Right of Rescission:

Purchasers will be afforded not fewer than seven days after delivery of an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the deposit refunded promptly. The purchaser must either personally deliver a notice of rescission to the Sponsor or Selling Agent within the seven day period, or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the seven day period.

Purchasers will be given an opportunity to review the Offering Plan and any filed amendments for at least three business (3) days prior to their executing a Purchase Agreement.

4. Mortgage Financing Contingency:

A financing contingency shall only be available for those Purchasers who execute the Financing Rider. Thus, for those Purchasers who do not execute the financing rider, the failure to obtain financing will relieve Purchaser from his or her obligations under the Purchase Agreement, provided that the Purchaser complies with the terms and conditions of the Mortgage Financing Addendum. The purchaser must sign the Financing Contingency Rider in order to qualify for financing.

Under the terms of the Mortgage Financing Addendum, the Purchaser, shall have 45 days from the date a fully executed contract is received by Purchaser's attorney to receive a written commitment from any Institutional Lender to obtain mortgage financing (the "Commitment Date"). The maximum allowable financing is 70% of the purchase price. The Purchaser shall (i) make application within ten business days after the Purchaser's receipt of a fully executed purchase agreement to an Institutional Lender for such mortgage loan; (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required; (iii) pay all fees, points and charges required in connection with such application and loan; (iv) pursue such application with diligence; (v) cooperate in good faith with such Institutional Lender to obtain such commitment and (vi) give Notice within ten business days to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof within ten business days after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirement set forth above, Purchaser may rescind the purchase agreement by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be refunded to Purchaser within five business days. The Purchaser assumes the risk that a commitment may expire or that the terms of the commitment may change prior to actual closing. If the Purchaser's obligations are contingent upon

obtaining a financing commitment, and the financing commitment lapses or expires prior to closing, and the purchaser has made a good faith effort to extend the commitment, Sponsor shall grant to such purchaser a right of rescission ten business days after expiration of the Commitment which to exercise the right. For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this State, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans. Under New York law, when a mortgage commitment is not fulfilled through no fault of Purchaser, performance is excused. Sponsor may not condition Purchaser's obligations upon obtaining a commitment. Therefore, if the Purchaser acts in good faith and Lender revokes commitment after the contingency period expires, performance is excused and the Sponsor shall grant to Purchaser a right of rescission, provided Purchaser exercises such right of recission within five (5) business days after Lender's revoking of the commitment.

5. Notice of Closing of Title; Balance of Purchase Price:

After the Plan becomes effective Sponsor will fix dates for closing title to all units for which purchase agreements have been executed of not less than 30 days. Purchasers shall be given not less than 30 days' written notice of the closing of title to their Units. Purchasers may waive is notice period by means of a writing that communicates to Sponsor the Purchaser's waiver. by Purchasers. The notice shall provide that the balance of the purchase price shall be due at closing of title. The notice to Purchaser shall also specify when Common Charges will be due and payable. AT THE CLOSING OF TITLE, THE BALANCE OF THE CASH PORTION OF THE PURCHASE PRICE MUST BE PAID BY (i) UNENDORSED CERTIFIED CHECK OF PURCHASER PAYABLE TO THE ORDER OF EASTONE PARSONS HOLDING LLC or (ii) UNENDORSED TELLER'S OR CASHIER'S CHECK PAYABLE TO THE ORDER OF EASTONE PARSONS HOLDING LLC FROM A BANK OR TRUST COMPANY, WHICH IS A MEMBER OF THE NEW YORK CLEARING HOUSE ASSOCIATION OR ANY SUCCESSOR ORGANIZATION. FUNDS DRAWN ON OUT OF STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED FOR PAYMENT OF THE PURCHASE PRICE FOR A UNIT.

After the plan has been declared effective the sponsor will fix dates for closing title to all units for which purchase agreements have been executed by serving notice on each purchaser stating the date of the first closing and setting such purchaser's closing date. Such notice will be served in compliance with section 20.1(d) (1) of Part 20 no less than 30 days before the date set for the closing of the units. Sponsor may permit purchasers to waive this 30-day provision by including such waiver in the plan or in an amendment thereto.

6. Default:

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he or she has thirty days from the mailing date such notice within which to cure such default. **TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD.** Time is of the essence, means that if Purchaser fails to make such payment when required under the Purchase Agreement, or fails to perform any of Purchaser's other obligations under the Purchase Agreement, than Sponsor shall give written notice to Purchaser of Sponsor's intention to cancel the Purchase Agreement thirty (30) days thereafter if notice is by mail. If Purchaser fails to cure such default by the expiration of said period, Sponsor may, at its option, cancel the Purchase Agreement by notice of cancellation to Purchaser. In the event of such a cancellation, the Sponsor may retain as liquidated damages all payments, including the Down Payment plus accrued interest if any, made under the Purchase Agreement.

7. Entry Prior to Closing:

Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Sponsor. Purchaser shall have the right to enter and inspect such Unit within three (3) days prior to Closing but shall be obligated to make an inspection appointment with Sponsor. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the Closing.

8. Risk of Loss:

The risk of loss from fire or other casualty with respect to each Unit shall remain with Sponsor until the Closing for the particular Unit. Sponsor shall notify a Unit Purchaser within fifteen (15) days of a loss as to whether Sponsor will repair any damage resulting from a casualty prior to the closing of a unit. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of a Unit prior to the Closing, then Purchaser shall bear the risk of loss or other casualty with respect to that Unit. Accordingly, any Purchaser, or one claiming by or through Purchaser who takes possession of a Unit prior to the Closing should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, such Purchaser will remain obligated to purchase such Unit under the terms of the Purchase Agreement. Sponsor will make insurance proceeds available to an interim lease purchaser subject to the rights of the Condominium Board.

Prior to the first closing, the entire building will be insured by the sponsor. After the first closing, the entire building will be insured by the condominium. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. Therefore, a person who takes possession prior to closing assumes the risk of losses not covered by insurance. For further discussion, see Section titled "*Notes to Schedule B*".

9. Floor Plans:

The dimensions and layout of the Units set forth on the Floor Plans are approximate within reasonable tolerances and may vary from the actual dimensions and layout of a Unit

due to change in fenestration and/or other revisions deemed advisable by any governmental agency or as necessary due to job conditions. PURCHASERS ARE ADVISED TO EXAMINE AND MEASURE A UNIT PRIOR TO SIGNING A PURCHASE AGREEMENT FOR SUCH UNIT. Purchasers shall not be excused from purchasing a Unit pursuant to a Purchase Agreement so long as the dimensions and layout of such Unit materially conform to the Floor Plans. 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 titled "*Changes in Prices or Units*"

10. Notices:

Any notice or other communication required or permitted to be given under the Purchase Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or registered mail, return receipt requested. All such notices and communications shall be deemed to have been received on the date of personal delivery or on the fifth day, after mailing.

11. Miscellaneous:

Any conflict between this Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan. In no event may the Purchase Agreement contain, or be modified to contain, any provision waiving Purchaser's rights, other than the ability of Purchaser to waive his or her right to thirty (30) days' written notice prior to the Closing. In no event may the Purchase Agreement contain, or be modified to contain, any provision abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

12. Records on file:

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

13. Review and Audit:

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

14. Trust Obligation of Sponsor:

Nothing contained herein shall diminish or impair the sponsor's statutory obligation to each purchaser pursuant to *GBL section 352-h* and GBL 352-e(2-b) 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.

15. Escrow Revisions:

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

16. Upgrades or Extras:

In the event of abandonment of the Plan, any money previously provided for upgrades, extras or custom work will be returned in full.

17. Fulfillment of Escrow Agent Duties:

Once Escrow Agent pays the down payment in accordance with the Purchaser Agreement, the duties of the Escrow Agent shall be deemed fulfilled. The parties acknowledge that Escrow Agent is merely hold the down payment for the benefit of the parties, and in the event of any dispute, the Escrow Agent may deposit all deposited monies with a Clerk of competent jurisdiction, upon which Escrow Agent shall be relieved of all liabilities and obligations. The Escrow Agent does not receive compensation for acting as Escrow Agent, nor will the Escrow Bank be compensated.

18. Delays to Closing:

If a Purchaser causes delay in his/her closing, the Sponsor shall have the right to charge 8% interest on the purchase price during the period of the delay. In no event shall any such penalty exceed New York State usury laws.

19. 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.

20. 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.

## ASSIGNMENT OF PURCHASE AGREEMENTS

No Purchase Agreement is assignable without Sponsor's prior written consent.

## EFFECTIVE DATE OF PLAN

All Purchase Agreements signed by Sponsor shall be contingent upon Sponsor's declaring the Offering Plan effective pursuant to the requirements and terms of the Offering Plan. The Closing of any Unit may not occur until after the Offering Plan has been declared effective, an amendment has been filed substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

The Offering Plan may be declared effective when Purchase Agreements have been executed by bona fide purchasers and accepted by Sponsor for the sale of twenty-seven (27) Residential Units, which represents a minimum of at least fifteen (15%) percent of the Residential Units offered under the Offering Plan. Parking units cannot be counted towards effectiveness. The Offering Plan will not be declared effective based on Purchase Agreements (i). Signed by purchasers who have been granted a right of rescission which has not expired or been waived; (ii). Counting any purchaser who is the Sponsor, the Selling Agent, Managing Agent or a relative of the Sponsor, the Selling Agent or Managing Agent, or a relative of any principal of the Sponsor, Selling Agent or Managing Agent, by blood, marriage, or a business associate, employee or shareholder or limited partner of the Sponsor, Selling Agent or Managing Agent, except that a purchaser other than the sponsor a principal of the Sponsor may be included if the Sponsor submitted proof satisfactory to the Department of Law establishing that the purchase is bona fide; (iii). If the purchaser was not afforded the protections required by 13 NYCRR 20.3(0)(15) which requires that Purchasers shall have not fewer than three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement.

The Offering Plan must be declared effective when Purchase Agreements have been executed and accepted by Sponsor for the sale of one hundred and forty (140) Residential Units, which represents a minimum of at least eighty (80%) percent of the Units by percentage of common elements offered under the Offering Plan.

Sponsor also reserves the right to abandon the Offering Plan by duly filed amendment and by filing a notice of abandonment on Form RS-3 at any time prior to effectiveness for any defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering amount, or for substantial damage or destruction of any portion of the Building by fire or other casualty which cannot be repaired for less than one half of one per cent of the total offering amount (as estimated by the insurance adjuster retained by Sponsor), or the taking of any material portion of the Property by condemnation or eminent domain. The Sponsor shall convey each unit free and clear of all liens, encumbrances and title exceptions at closing. There are no financial limits on Sponsor's liability to perform any obligation imposed by any applicable statute or regulation.

The Offering Plan will be declared effective by amendment to the plan or by the mailing or personal delivery of written notice to all Purchasers. Within five (5) business days after such notice in given, an amendment to the Offering Plan will be submitted by Sponsor stating that the Offering Plan has been declared effective. Upon request of the Department of Law, Sponsor will submit to the Department of Law copies of all Purchase Agreements, together with any amendments or modifications to such Purchase Agreements, within five (5) business days after the request is received. Closing of the first unit cannot occur until the plan is declared effective and the effectiveness amendment has been accepted by the Department of Law.

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

At Sponsor's sole option, the Offering Plan may be abandoned at any time before it is declared effective and before the Sponsor has accepted purchase agreements for eighty (80%) per cent of the Units. If abandoned, the Offering Plan shall be abandoned by amendment filed with the Department of Law in appropriate form and by filing with the Department of Law a notice of abandonment (Form RS-3). Such amendment and notice of abandonment shall explain the basis for abandonment and must state how any funds received pursuant to the Offering Plan will be distributed. All monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with any interest earned, within five business (5) days of such abandonment.

Notwithstanding the foregoing, Sponsor cannot abandon the plan for any judgments or liens against the property which were known to the Sponsor or any of its principals on the date of the Plan or resulting from acts of the sponsor or any of its principals. Any dollar amount relied upon as basis for abandonment after effectiveness excludes attorneys fees' or any title defects or determination of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or a matter of public record.

## TERMS OF SALE

The Units, when sold by Sponsor, will be sold in fee simple to Purchasers who may be individuals, a limited liability company, a partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective sales prices set forth in Schedule A (as such prices may be changed by Sponsor), and will include the respective undivided interests in the Common Elements. Sponsor also reserves the right to make bulk sales of Units and to sell any Unit to a Purchaser who does not intend to occupy the same but intends to lease the Unit subject to the right of first refusal in favor of the Board of Managers. A form of the Unit Deed is annexed hereto in Part II of this Offering Plan. Sponsor will convey good and marketable title to the Unit, and its appurtenant interests, by bargain and sale deed with covenants against grantor's acts, containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, free and clear of all liens and encumbrances other than:

(a) Zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the contemplated structures and use;

(b) The terms, burden, conditions, covenants, restrictions, easements and provisions of the Declaration, By-Laws and Rules and Regulations thereunder, maps and Floor Plans of the Condominium, as same may be amended from time to time to be recorded or filed in the Register's Office and the Power of Attorney from Purchaser to the Board of Managers and Sponsor;

(c) Any state of facts that an accurate survey would show, provided they do not make title unmarketable;

(d) Any additional state of facts, which an updated and accurate survey would show, provided such survey does not render title unmarketable;

(e) Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of the construction of the Building, or construction of the Units, or which may have come or may, come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be

subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

(f) Revocability of the right to maintain street vaults and other areas, if any, under sidewalks;

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

(h) Any easement or right of use created in favor of a cable TV company or any public utility company for electricity, steam, gas, telephone, water or other service, and the right to use, maintain and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property;

(i) Service, maintenance and license agreements and union contracts and agreements, if any;

(j) Party walls and party wall agreements, if any;

(k) The lien of any unpaid real estate tax, and the lien of any water charges or sewer rents generally (which shall be apportioned at closing);

(l) The lien of any unpaid assessment payable in installments (other than assessments levied by the Board of Managers) except that Sponsor shall pay all such assessments due prior to the Closing Date and the Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be apportioned at Closing Date);

(m) Any other declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution or requirement of the Department of Building, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building; provided, however, that such declaration or other instrument does not adversely affect the right of the Unit Owner to utilize the Unit as herein described;

(n) Violations noted or issued of record after the First Unit Closing by any governmental authority. Any violation, which Sponsor is obligated to remove, will not be an objection to closing, provided Sponsor agrees in writing with the Board of Managers to remove same of record;

(o) Any other encumbrance, covenant, easement, agreement or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for residential purposes;

(p) Variations between record lines and fences, hedges, retaining walls and tax lots;

(q) Standard printed exceptions contained in the form of title insurance policy then issued by Fidelity National Title Insurance Company, (or such other New York Board of Title Underwriters member title insurance company insuring the Purchaser's title to the Unit).

(r) The Declaration, By-Laws and Floor Plans of Eastone Plaza Condominium.

(s) The closing will take place only after with the issuance of a temporary or permanent Certificate of Occupancy for the entire project.

The Declaration, by-laws and floor plans for the condominium and such other documents as required by law, will be recorded or filed prior to the first conveyance of title to a unit in accordance with the New York Condominium Act and other applicable state and local laws.

Purchasers are free to select their own title insurance company without incurring a penalty. A Purchaser is required to accept title to the Property provided that a title insurance company licensed in the state of New York agrees to insure fee title in the Purchaser subject only to the provisions set out above or agrees to insure against collection out of or enforcement against the Unit and the Common Elements provided title is marketable.

Sponsor shall convey each unit free and clear of all liens, encumbrances, and title exceptions at closing.

If existing mortgages or construction loans will not be satisfied at or prior to the closing of the first unit, each mortgagee will:

(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 the condominium; or

(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

The existence of mortgages, liens and encumbrances, other than the Permitted Encumbrances, shall not be objections to title, provided that properly executed instruments, in form for recording, necessary to satisfy or release Units from such impermissible liens or encumbrances are delivered at Closing and proper adjustments made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments. Sponsor does not have a construction, acquisition or any other loan that has a mortgage against the property.

If damage from a casualty or other cause (except damage resulting from the buyer's willful act or neglect) occurs before closing of a purchaser's unit, the Sponsor must repair the damage within a reasonable time, the Purchaser may rescind the Purchase Agreement and receive a refund of the down payment with interest.

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 is included in the conveyance, unless specifically excluded in the Offering Plan.

Prior to the first closing, the entire building will be insured by the Sponsor. After the first closing, the entire building will be insured by the condominium. If damage from a casualty or other cause (except damage resulting from the buyer's willful act or neglect) occurs before closing of a purchaser's unit, the Sponsor must repair the damage within a reasonable time, the Purchaser may rescind the Purchase Agreement and receive a refund of the down payment with interest. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. Therefore, a person who takes possession prior to closing assumes the risk of losses not covered by insurance.

If applicable, prior to closing, the Sponsor will procure the real property transfer gains tax incentive 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.

A Closing will take place only after with the issuance of a temporary or permanent certificate of occupancy for the entire project, or issuance of a partial, temporary or permanent certificate of occupancy for the unit closed or the building in which the unit is located.

**UNIT CLOSING**
**COSTS AND ADJUSTMENTS**

1. General Costs and Adjustments:

In addition to Purchaser's own legal fees, Purchaser will pay the following closing costs, expenses and adjustments at the closing of title to Purchaser's Unit. SUCH COSTS AND CATEGORIES ARE ONLY ESTIMATES AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

(a) If Purchaser elects to obtain fee title insurance, Purchaser may order such insurance from Federal Standard Abstract, (telephone (718) 888-7778 as authorized agent of Commonwealth Title Insurance Company. Purchaser shall pay the cost of fee title insurance, which will vary depending on the Purchase Price of the Unit. Purchasers are free to use a title company of their choosing without incurring a penalty and that the insurance rate or fees for recording documents are uniform and will be the same regardless of the company used. As of the date of this Offering Plan, fee title insurance rates as quoted by Federal Standard Abstract, are as follows: $371 for the first $35,000 of the purchase price, plus $6.16 for each additional $1,000 or fraction thereof up to $50,000 and $5.02 for each additional $1,000 or fraction thereof of the purchase price, up to $100,000; plus $4.03 for each additional $1,000 or fraction thereof of the purchase price; up to $500,000; plus $3.68 for each additional $1,000 of purchase price up to $1,000,000; plus $3.38 for each additional $1,000 of purchase price or fraction thereof up to $5,000,000.

(b) The combined recording fee of approximately $400 for recording the Unit Deed and Power of Attorney;

(c) Real estate taxes apportioned from midnight preceding the date of the Closing through the end of the tax payment period within which the Closing occurs, which shall be either a quarter of a year or one-half of a year, provided, however, that Sponsor shall be reimbursed at closing by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in Closing by Purchaser.

(d) New York State Transfer Tax and New York City Real Property Transfer Tax computed as follows:

$$\text{Tax Liability} = \frac{\text{tax rate}}{100\% - \text{tax rate}} \times \text{Purchase Price}$$

The New York State Transfer Tax is computed at the rate of $2.00 per each $500.00 (approximately 0.4%) of consideration or any fraction thereof that is $100 or more. Under a new law which came into effect on July 1, 2019, for residential property transfers of $3,000,000 or more, there is an additional 0.25% newly added state tax. This means that residential properties sold for $3,000,000 or more will be taxed at a tax rate of 0.65%. The newly added transfer tax rates apply from the first dollar. So for example, in the case of a transfer of residential property where the consideration is $3,500,000, the 0.65% tax rate

would apply to the entire $3,500,000, not just the incremental $500,000 over the $3,000,000 threshold. Other real property that are not residential will incur the additional 0.25% tax rate for considerations greater than $2,000,000.

The New York City Real Property Transfer Tax at the rate of 1% of the purchase price of the Unit, if the price is under $500,000 and 1.425% of the price if the price is above or equal to $500,000 plus a recording fee of $75.00 for the New York City Real Property Tax Form.

There is an additional tax imposed by New York State on conveyances of residential properties where the consideration exceeds $1,000,000. This additional tax (commonly referred to as the "Mansion Tax"), is charged at a rate equal to 1% of the Purchase Price. The Mansion Tax is customarily paid by the Purchaser.

It is customary in real estate transactions, other than condominium transactions, for seller to pay these transfer taxes. In condominium transactions, either the seller or the purchaser can pay these transfer taxes. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost.

(e) Contribution to working capital fund in the amount of $1,000.00 per Unit payable to the Board of Managers.

(f) If a mortgage loan is obtained from a lending institution, Purchaser will be responsible for the following costs, if any:

(i) Legal fees of the lending institution's attorney;

(ii) Mortgagee insurance policy costs for a mortgage title insurance policy naming lending institution as the insured, if applicable. Mortgagee insurance rates as quoted by Federal Standard Abstract as of the date of this Offering Plan are as follows: thirty (30%) per cent of the amount paid for the owners title insurance provided lenders coverage is procured simultaneous with owners coverage; if not purchased together with owners coverage, then $318 for the first $35,000 of the purchase price, plus $5.13 for each additional $1,000 or fraction thereof up to $50,000 and $4.19 for each additional $1,000 or fraction thereof of the purchase price, up to $100,000; plus $3.36 for each additional $1,000 or fraction thereof of the purchase price, up to $500,000; plus $3.06 for each additional $1,000 of purchase price up to $1,000,000; plus $2.82 for each additional $1,000 of purchase price or fraction thereof up to $5,000,000;

(iii) Mortgage recording tax of 1.8% percent of the amount of the mortgage actually executed by Purchaser if that mortgage is under $500,000 and 2.8% of the amount of the mortgage if the mortgage is equal to or exceeds $500,000. Purchaser is required to pay the above specified rate of tax less $30 and the lending institution is required to pay ¼ of the tax. Purchaser will reimburse Sponsor at closing a sum equal

to the entire mortgage tax credit pursuant to Section 339-ee(2) of the New York Real Property Law;

(iv) Recording fee of approximately $200.00 for recording the mortgage;

(v) Commitment fee, origination fee, Appraisal fee, application fee, credit fee, and other closing costs and expenses, if any, charged by the lending institution;

(g) Attorney's fees; and

(h) $1,200 fee to the Sponsor's attorney for preparation of closing documents and attendance at closing, with an additional $250 fee if the closing occurs outside of the Sponsor's attorney's office. If Purchaser fails to close on the date scheduled for closing, then Purchaser shall pay an additional fee of $500 for each rescheduled closing granted at Purchaser's request to defray the cost of preparing and coordinating the Closing and recalculating the closing apportionments.

(i) mortgage tax credit equivalent to Sponsor equal to the amount that the Purchaser's mortgage tax, if any, is reduced by virtue of the credit Purchaser receives by virtue of the Sponsor's construction loan.

(j) If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement (which request in all instances must be received by Sponsor's attorney no later than 7 business days prior to the Scheduled Closing Date), a fee of $1,000 payable in advance, for preparation of an assignment agreement.

(k) If Purchaser effectuates a tax deferred exchange under section 1031 of the Internal Revenue Code, the Purchaser shall pay an additional fee of $750 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with such tax deferred exchange.

Purchaser will pay to the Board of Managers, in advance, the monthly Common Charges allocable to Purchaser's Unit. Common Charges assessed during the month in which title closes shall be adjusted with Sponsor as of midnight preceding the Closing, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in Closing by Purchaser. The amount of such Common Charges to be assessed against each Unit will be fixed by the Board of Managers. Common Charges to be initially assessed are expected to conform to those shown on Schedule A.

Purchaser will not pay water and sewer charges. Water and sewer charges will be adjusted between Sponsor and the Board of Managers as of midnight preceding the First Unit Closing. Purchasers will not be required to reimburse Sponsor for costs associated with the tax benefit application.

If the Units have not been separately assessed for real estate tax purposes prior to the first Unit Closing, Sponsor shall determine the amount equal to the unpaid real estate taxes which will be levied against the Units for the period of six months from the first Unit Closing and shall place such amount in escrow with the Board of Managers for such six-month period or until the Units are separately assessed, whichever is shorter. The Board will pay the real estate taxes from this escrow account as they become due and payable. Sponsor is entitled to reimbursement from Unit Owners (i) on the basis of Common Interest attributable to their respective interests if no separate Unit apportionment has occurred or (ii) on the basis of actual apportionment if tax lots have been apportioned. When the Units are separately assessed, any balance, with interest, in the escrow account will be returned to the Board. At Unit closings each Purchaser shall adjust real estate taxes with Sponsor from midnight preceding the date of the Unit closing through the end of the tax payment period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. When the tax lots are apportioned, if a subsequent adjustment needs to be made to correct any discrepancy between adjustment on the basis of the percentage of Common Interest and adjustment on the basis of actual apportionment, it shall be made at that time.

The following is an approximate numerical example of the closing costs for a typical unit. Assuming that the Purchaser pays $963,300 for Unit 201 and obtains a $674,310.00, an approximate list of Buyer's closing fees are as follows:

| | |
|---|---|
| Buyer's Title Insurance | $3,523.00 |
| Lender's Title Insurance | $767.00 |
| Recording Deed & Power of Attorney | $450.00 |
| City Transfer Tax | $13,978.00 |
| State Transfer Tax | $3,924.00 |
| Filing Fee | $250.00 |
| Working Capital Contribution | $1,000.00 |
| Legal Fee to Lender's Attorney | $1,000.00 |
| Mortgage Tax | $14,666.00 |
| Origination Fee | $1,000.00 |
| Credit Report Fee | $150.00 |
| Appraisal Fee | $250.00 |
| Application Fee | $250.00 |
| Fee to Sponsor's Attorney | $1,200.00 |
| Fee to Buyer's Attorney | $1,200.00 |
| Recording Mortgage | $250.00 |
| **Total** | **$43,858.00** |

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

The Financial Crimes Enforcement Network ("FinCEN") 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 geographic targeting order (" GTO") (2) the purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island; (3) the total purchase price is in the 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 a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency. As long as the GTO remains in effect, its reporting requirements apply to all residential real property closings meeting the above criteria and occurring on or after November 17, 2018.

## RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor has certain rights and obligations under this Offering Plan and applicable Law, and all Purchasers, upon execution of their respective Purchase Agreements, will be deemed to have accepted, approved and agreed to abide and be bound by the following:

It is the Sponsor's obligation to defend any suits or proceedings arising out of sponsor's acts or omissions and to indemnify the board of managers and the unit owners.

Prior to the first closing the entire building will be insured by the sponsor, and after the first closing the entire building will be insured by the condominium. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. Thus the risk of loss cannot, as a practical matter, be passed on to a person in possession. A person who takes possession prior to closing assumes the risk of losses not covered by insurance.

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.

Sponsor may not disclaim or limit Sponsor's liability or that of its principals for failure to perform any obligation imposed by applicable statute or regulation.

Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold units. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold units. The means by which it will fund its financial obligations to the condominium are from the sale of units and the personal funds of the Sponsor and its principals.

No bond or other security has been posted to secure Sponsor's obligations. See section titled "*Special Risks*".

The Sponsor is obligated to completely repair any damage from a casualty or other cause that occurs before the closing of a purchaser's unit, except that a purchaser in possession pursuant to an interim lease prior to closing assumes the risk of loss of those items not covered by insurance.

The Sponsor shall procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B.

In the event of the dissolution or liquidation of the Sponsor or the transfer of thirty-five (35) or more units or twenty percent (20%) or more of the total number of units in the condominium, whichever is less, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the sponsor for those units under the offering plan, applicable laws or regulations.

The Sponsor is using construction financing to construct the buildings from Cathay Bank. There are no limitations on renting or restrictions on the number or percentage of units which must be sold.

The Sponsor must build and complete the condominium in accordance with the building plans and specifications identified in the plan. The Sponsor has the right to substitute equipment or materials and make modifications of layout or design, provided however, that sponsor may not: (i) substitute equipment or materials of lesser quality or design; or (ii) change the size, location of 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. A Purchaser's consent is needed to make a material change to the size, layout or percentage of common interest for a unit under contract unless the Purchaser is in default.

Prior to closing the first unit, Sponsor must obtain a permanent certificate of occupancy for the property or, alternatively, obtain a temporary or partial certificate of occupancy for the unit or the building in which the unit to be closed is located. The Sponsor and its principals must obtain a permanent certificate of occupancy for the property within three months after closing the first unit. Sponsor must obtain the permanent certificate of occupancy before the partial or temporary certificate of occupancy expires, unless extended.

It has been customary for units in new constructed and gut rehab co-ops and condos to close after a temporary certificate of occupancy ("TCO") covering such units has been issued. Sponsor will send closing notices for units covered by TCOs and purchasers will be required to close with a TCO, rather than a permanent certificate of occupancy in place. TCOs are issued for three months at a time and must be extended for up to two years after which they must be succeeded by a permanent certificate of occupancy. The NYC Department of Buildings advises purchasers of houses and apartment, who close with only a TCO in place to consult with their attorneys or engineers to assure that sufficient funds are escrowed or otherwise secured for sponsor to obtain a permanent certificate of occupancy. Any utilization of alternate security will be previously disclosed in an amendment to the plan.

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 FCOs and TCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the building is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. 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 an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extended each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering the entire building within two years of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire building, and shall exercise best efforts to obtain the FCO within such two 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

If the first closing takes place prior to the issuance of a permanent certificate of occupancy for the property;

Sponsor is required to maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2-b) unless the sponsor's engineer, architect or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy, in which case the sum exceeding the amount so certified by the sponsor's engineer, architect or other qualified expert may be released from the special escrow account. Alternatively, sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified, or provide other collateral acceptable to the Office of the Attorney General. Sponsor is required to maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2-b) unless the sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete all alterations and improvements to the public portions and common areas of the building. In such case the sum exceeding the amount so certified by the sponsor's engineer or architect may be released from the special escrow account. Alternatively, sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified, or provide other collateral acceptable to the Office of the Attorney General. The amount of any escrow retained for the issuance of a permanent certificate of occupancy and the architect’s certification certifying such amount shall be disclosed in the post-closing amendment.

The use of any alternate security will be previously disclosed in an amendment to the Plan.

Although The Housing Merchant Implied Warranty Law (GBL Article 36-B) does not apply to the offering (ie. the building is greater than five stories in height), the Sponsor will

extend to Unit Purchasers the equivalent of the Housing Merchant Implied Warranty as if it applied to the Plan. A copy of the Housing Merchant Implied Warranty Law is included in Part II of the Plan. According to this law, a housing merchant implied warranty shall mean that: (a) one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner; (b) two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (c). six years from and after the warranty date the home will be free from material defects. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to: (a). any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or (b). any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any lawsuit. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates. There are no limitations on this warranty. The Sponsor’s obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the Sponsor’s obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

At or prior to the closing of the unit, 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.

The Sponsor agrees to pay for the authorized and proper work involved in the construction and establishment and sale of the condominium and 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 agrees to deliver a set of "as-built" plans to the board of managers.

No bond or other security other than those required by this Part has been furnished to secure Sponsor's obligations including Sponsor's obligations to complete construction of the

condominium. See section titled "*Special Risks*". Notwithstanding the following, Sponsor has the financial resources to meet its obligations with respect to unsold units.

Sponsor has a right of access to complete construction of the condominium or repair damage to the condominium at reasonable times and upon prior reasonable notice to affected unit owners. If Sponsor causes any damage to a unit while performing construction, Sponsor must fully repair that damage. Sponsor's access may interfere with the unit owner's use. Any access shall occur between the hours of 9:00 a.m. to 5:00 p.m., Monday to Friday, and the unit owner must receive at least 72 hours prior written notice.

The Sponsor intends to sell all units. The Sponsor will endeavor in good faith to sell all units offered to sell in a reasonably timely manner.

As set forth in, greater detail in the Section of the Offering Plan entitled "*Tax Exemption Benefits*" sponsor will not be applying for any tax exemption benefits for the residential units. The building will be seeking Industrial & Commercial Abatement Program ("ICAP") benefits for the Community Facility units. The ICAP Program abates the increase in real estate taxes due to new construction for eligible commercial buildings. Certain properties in eligible locations receive 13 year additional inflation protection on their assessment base. Buildings such as the Property contained less than 10% retail space in Queens County receive benefits based on a twenty-five year abatement schedule. The amount of the abatement is calculated by subtracting 115% of the initial tax from the post-completion tax. The initial tax is based on that charged before construction is complete. Assuming a twenty-five year abatement with inflation protection, taxes benefits is phased out incrementally in 10% increments in years 17 to 25. Inflation protection ceases after the 13th year after commencement of benefits. In order to preserve ICAP benefits Community Facility owners must file an "RPIE" report and a Certificate of Continuing Use with the New York City Department of Finance each year. For greater details, see section titled, "*Tax Exemption Benefits*".

Sponsor shall keep copies of the Offering Plan exhibits and documents referred to in the Offering Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

In accordance with Section 339-p of the New York Real Property Law, a registered architect or licensed professional engineer shall certify that the Floor Plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the Buildings as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of the Buildings.

Sponsor has the right to make bulk sales of Units and will not sell any Unit to a Purchaser who does not intend to occupy same, but intends to lease such Unit to others.

Smoking is not permitted anywhere in the building (except inside units) including common areas. Smoking is not permitted on balconies, terraces or areas that are appurtenant to units/outdoor limited common elements. Smoking is permitted inside units. The smoking

policy is intended to be the same as the policies set forth in the Smoke Free Air Act. NYC Administrative Code § 17-505. ("SFAA"). SFAA does not prohibit smoking in private units or apartments or other private residences (except in areas where child day care centers or health care facilities operate and are open or employees are working).

Sponsor must install carbon monoxide detectors and smoke detectors in each Unit. Sponsor, at Sponsor's cost, will provide units with carbon monoxide detectors. If a Unit Purchaser so requests, or if a child under ten years of age will reside in a unit, Sponsor must also install window guards in a unit.

## CONTROL BY SPONSOR

Sponsor and Sponsor-designees shall not control the Board of Managers upon the earlier of (i) two (2) years from the date of the First Unit Closing, or (ii) whenever the unsold units constitute less than fifty (50%) percent of the Common Interest. (See Special Risks Section and By-Laws.)

Until the first annual meeting of the Condominium, the Board of Managers shall consist of three persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have voting control of the Board of Managers and will thus control maintenance, facilities and services to be provided, as well as determine the Common Charges to be paid by the Unit Owners. In the event a sponsor-controlled board does not undertake the enforcement of the Sponsor's obligations that the unit owners may have to independently raise funds to pursue such enforcement and any other causes of action against the sponsor. At the time of the first annual meeting of the condominium, the sponsor may appoint three managers, unless the sponsor control period has expired. The first unit owners meeting shall take place within 60 days after the first unit closing.

At the first annual meeting of the Condominium, all Unit Owners, including Sponsor and Sponsor-designees, shall elect a new Board of Managers. There will be five Managers. Sponsor may appoint all of them during the initial Sponsor control period, Sponsor may have voting control of the Board of Managers if Sponsor and Sponsor-designees as Unit Owners of Unsold Units are able to cast sufficient votes to establish such control. Notwithstanding the foregoing Sponsor and Sponsor-designees shall not control the Board of Managers upon the earlier of (i) two (2) years from the date of the First Unit Closing, or (ii) whenever the unsold units constitute less than fifty (50%) percent of the Common Interest. A meeting shall be held to elect a new board unrelated to the Sponsor within 30 days after expiration of the control period. After two year period or the period when units constituting more than 50% of the common interest are sold, a majority of the board of managers (at least 3 of the 5) must be owners unrelated to Sponsor or its principals, who are owner-occupants, or members of an owner occupant's household. (See Special Risks Section and By-Laws.)

In addition to the right of Sponsor and Sponsor-designees to vote the Common Interests attributable to Units owned by them, Sponsor and Sponsor-designees shall, so long as the Common Interests attributable to such Units shall constitute, in the aggregate, fifteen percent (l5%) or more of the Common Interests of all Units, have the right to designate one member of the Board of Managers unless such right is waived in writing.

Sponsor may exercise veto power over expenses 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 per cent (25%) of the common interest, whichever is sooner, except that Sponsor may not veto any expenses described in Schedule "B" and provided further however, that Sponsor may not veto any expense if such expense that is necessary to enable the Board of Managers to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium to remedy any notice of violation, or to remedy any work order by an insurer or for any repair or replacement necessary for the preservation or safety

of the buildings or for the safety of occupants of the buildings or required to avoid the suspension of any necessary service to the buildings.

## BOARD OF MANAGERS

Principal provisions of the By-Laws are summarized below. Purchasers should refer to the full By-Laws, a copy of which is set forth in Part II of this Offering Plan.

1. Condominium Board of Managers:

The affairs of the Condominium shall be governed by the Board of Managers, which shall consist initially of four members designated by Sponsor. The four initial Board Members will be Shun Qian Liu, Yong Qiu, Binbin Huang and Yi Hua Chen. The initial Board Members are both members and principals of the Sponsor. After the end of an initial Sponsor control period, the majority of the Board must be unit owners unrelated to the Sponsor or its principals, who are owner-occupants or members of an owner-occupant's household. The first annual meeting of the Unit Owners shall be held approximately two years after the First Unit Closing, at which meeting the incumbent four member Board of Managers shall resign and a successor five-member Board of Managers shall be elected by the Unit Owners and designated by Sponsor or its designees, as provided Section 4.1 of the By-Laws. Thereafter, annual meetings of the Unit Owners shall be held on or about the last Tuesday in June of each year, unless such data shall occur on a legal holiday, in which event the meeting will be held on or about the succeeding business day. At each such subsequent meeting, the Unit Owners shall elect or the Sponsor or its designee shall designate, as the case may be, successors to the members of the Board of Managers. (See the subsection below entitled Meetings and Votes of Unit Owners for further discussion).

Members of the Board of Managers shall be either (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. However, the member designated by Sponsor and Sponsor-designees need not be a Unit Owner or interested party in a Unit Owner, as specified in the first sentence of this paragraph. Other than members designated by Sponsor and Sponsor-designees, no member shall continue to serve on the Board of Managers after he or she ceases to be a Unit Owner or an interested party in a Unit Owner, as specified in the first sentence of this paragraph.

Members of the Board of Managers are subject to removal, without cause, by vote of Unit Owners owning a majority of the Common Interest attending a meeting at which a quorum is present. Members of the Board designated by the Sponsor and Sponsor-designees may be removed by Unit Owners for cause. However, members designated by Sponsor and Sponsor-designees may be removed, without cause, only by Sponsor and Sponsor-designees, who alone will have the right to designate a replacement.

The number of members of the Board of Managers may not be increased without the consent of Sponsor and Sponsor-designees as owners of Unsold Units for so long as there remain two unsold Units.

All members of the Board of Managers shall serve without compensation.

Until Sponsor and Sponsor-designees no longer own Units with a sufficient percentage of the Common Interest attributable to such Units to elect two members of the Board of Managers, Sponsor will, through its control of the Board of Managers (by electing two members and designating one), have control of the maintenance and operation of the Condominium, including the Common Expenses described in Schedule B, capital repairs, and expenses required to comply with applicable laws or regulations. Notwithstanding the foregoing Sponsor and Sponsor-designees shall not control the Board of Managers upon the earlier of (i) two (2) years from the date of the First Unit Closing, or (ii) whenever units are sold that in the aggregate include fifty (50%) percent or more of the Common Interest. A meeting shall be held to elect a new board unrelated to the Sponsor within 30 days after expiration of the control period.

Sponsor may exercise veto power over expenses (other than those described below) for a period ending not more than five years after the closing of the first unit or whenever the unsold units constitute less than 25 percent of the common interest, whichever is sooner. However, this veto power shall not be used to veto expenses described in schedule B, or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer or for any repair or replacement necessary for the preservation or safety of the buildings or for the safety of occupants of the buildings or required to avoid the suspension of any necessary service to the buildings.

Any provisions which give Sponsor control of the enforcement of the Sponsor's obligations are unlawful. In the event there are any 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. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

2. Powers and Duties of the Board of Managers:

The Board of Managers shall have the powers and duties necessary for administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws including Sponsor's right to veto certain actions of the Board of Managers), including, without limitation, the following: (a) operation, care upkeep and maintenance of the Common Elements; (b) determination of the Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property; (c) collection of the Common Charges from the Unit Owners, including charges for gas and water used or consumed in the Unit, (d) employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements; (e) adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Property (subject to the right of the Unit Owners to overrule the Board of Managers as provided in the By-Laws); (f) maintaining bank accounts on behalf of the Condominium and designating the

signatories required therefor; (g) purchasing, leasing, or otherwise acquiring in the name of the Board of Managers or its designees, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Board of Managers; (h) purchasing Units at foreclosure or other judicial sales, in the name of the Board of Managers or its designee, on behalf of all Unit Owners; (i) selling, leasing, mortgaging, or otherwise dealing with (but not voting the votes appurtenant to) Units acquired by, and subleasing Units leased by, the Board of Managers or its designees on behalf of all Unit Owners; (j) obtaining and renewing insurance for the Property, including the Units; (k) making repairs, additions and improvements to, or alterations of, the Property and repairing and restoring the Property after damage or destruction by fire or other casualty, or an a result of condemnation or eminent domain proceedings; (1) enforcing obligations of the Unit Owners; (m) levying fines against the Unit Owners, excluding Sponsor and any Sponsor-designee and any partner of any entity affiliated directly or indirectly with Sponsor (so long as such Persons own one or more Units), for violations of the Rules and Regulations (no fine may exceed $25.00 for any one violation, but, for each day a violation continues after notice, it shall be considered a separate violation); (n) borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the Common Elements (provided, however, that (i) the consent of at least 66-2/3% of all Unit Owners, both in number and in Common Interests, shall be required for the borrowing of any sum in excess of $125,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the Unit Owner); and (o) adjusting and settling insurance claims and executing and delivering releases in connection therewith.

The Board of Managers shall be responsible for maintaining and repairing the Common Elements as set forth in the Declaration and in the By-Laws, regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other occupant.

Until the first meeting of the Unit Owners, the Board of Managers shall consist of the following four persons, who shall hold the offices listed next to their names:

| | |
|---|---|
| Shun Qian Liu | President |
| Yong Qiu | Vice President |
| Binbin Huang | Treasurer |
| Yi Hua Chen | Secretary |

Mr. Liu, Mr. Qiu, Mr. Juang and Mr. Chen are the members of the Sponsor.

Unit owners' voting rights are computed in accordance with the percentage of common interest of their unit(s).

According to Section 2.20 of the By-Laws, the members of the Board of Managers shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Board of Managers shall be liable thereto for his or her own bad faith or willful misconduct. Said Section further provides that the Unit Owners shall severally indemnify and hold each of the Board of Managers harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact

that such individual is or was a member of the Board of Managers, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such Member.

In Order to amend the condominium's by-laws and to change the declaration of condominium after it has been filed 66 2/3% vote of unit owners must approve the amendment of change.

3. Officers of the Condominium:

The officers of the Condominium shall consist of the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers at its annual meeting. The Board of Managers may also appoint additional officers. All officers shall serve without compensation from the Condominium. None of the officers need be Unit Owners until the five member Board of Managers is elected at the first meeting of the Unit Owners. Thereafter, both the President and the Vice President must be either (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. However, the member designated by Sponsor and Sponsor-designees need not be a Unit Owner or interested party in a Unit Owner. Any officer may be removed, without cause, by vote of a majority of the Board of Managers at a meeting called for such purpose.

The President shall be the chief executive officer of the Condominium and preside over meetings of the Unit Owners and Board of Managers. The Vice President shall take the place of the President when necessary and perform such other duties as may be imposed on him or her by the Board of Managers or the President. The Secretary shall keep minutes of all meetings of the Unit Owners and the Board of Managers and shall have charge of the books and papers of the Condominium. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping financial records and books of account. All agreements, contracts, deeds, leases, checks and other instruments of the Board of Managers shall be signed by any two officers or by such lessor number of officers or by such other person or persons as may be designated from time to time by the Board of Managers.

4. Amendments to the Condominium Documents:

Generally, subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained, any provision of the Declaration, the By-Laws, or the Rules and Regulations may be amended, modified, added to, or deleted by the affirmative vote of 66-2/3% of all Unit Owners, both in number and in common Interests. However, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to be effective in any respect against Sponsor or any Sponsor-designee, or any Affiliate, and Unsold Unit or any mortgage, pledge, lien or security agreement covering such Units without the prior written consent of Sponsor, Sponsor-designees any partner of any entity

affiliated directly or indirectly with Sponsor. In addition, the provisions of the Declaration and By-Laws relating to (i) the use of Units or each Unit's Common Interest may not be amended without the unanimous prior written consent of every Unit Owner, or (ii) the rights, benefits and exemptions of the Unsold Units may not be amended without the prior written consent of Sponsor.

## RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

1. Sale of Units:

Each Unit Owner may sell his or her Unit to either a Family Member or an Affiliate, without presenting to the Board of Managers an opportunity to purchase or lease such Unit except that if such sale is to a non-Family Member or non-Affiliate, then such Unit owner must first give the Board of Managers, acting on behalf of all other Unit Owners, an opportunity to purchase such Unit at the same price or rental and on the same terms as were offered by the proposed Purchaser or lessee as more specifically provided for in the By-laws of the Condominium. The Board will notify the Unit Owner of its intention to exercise its right of first refusal with respect to the sale of a Unit within 15 business days of receipt of a notice from the Unit Owner of the intended sale or lease. The Board of Managers must thereafter exercise such right of first refusal within an additional 30 days. The Board may obtain mortgage financing or use Common Charges for the acquisition and maintenance of a Unit by the Board of Managers on behalf of all Unit Owners. The Unit so owned shall be used only for residential purposes. A Unit purchased by the Board of Managers may be sold in any name that the Board deems in the best interest of the Condominium. The proceeds of the disposition of any such Unit sold shall be the property of the Condominium and shall be deposited into the reserve fund and used solely for Capital improvements. The Board of Managers may not discriminate against any person based on race, creed, color, national origin, sex, age, disability or other grounds prohibited by Law. The Board of Managers shall have the right to require a Unit Owner to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale of a Unit. Under no circumstances shall any Purchaser be permitted to lease the unit within the first 5-years of occupancy, and Sponsor shall only sell units to Purchasers who have agreed in writing to use the Unit as their primary residence and agreed not to lease their units.

Notwithstanding any provision to the contrary in this Offering Plan, Sponsor, any Sponsor-designee, any partner of any entity affiliated directly or indirectly with Sponsor, or any mortgages acquiring title to a Unit in a foreclosure shall have the right to sell any Unit owned by them without any requirement that (i) the same be offered to the Board of Managers prior to such sale or (ii) a charge or fee be paid to the Board of Managers or any other entity or person.

Every sale of a Unit must include a similar sale of such Unit's undivided interest in the Common Elements.

A Unit Owner may, without restriction, make a gift of his or her Unit to anyone during his or her lifetime, devise such Unit by will or pass same by intestacy.

Parking Space 2 has been designated as a handicapped parking space and will be the last parking space sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Space

2 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking space, said unit owner has the right to demand that the owner of the Parking Space 2 trade the handicapped parking space he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking space, said unit owner has the right to demand that the owner of Parking Space 2 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Space 2 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Space 2 then the parties agree to submit the matter to binding arbitration in accordance with Article 10 of the By-Laws of the condominium. (Include notice requirements and service requirements for various parties in the by-laws."

Parking Unit Owners must maintain the surfaces of their parking space. The Condominium must maintain the common elements adjacent to the parking units, such as the maneuvering space.

2. Mortgage of Units:

Each Unit Owner is free to mortgage his or her Unit subject to the restrictions contained in the By-laws. Prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearages for any unpaid Common Charges and Special Assessments owed by such Unit owner and discharge any liens therefor.

3. Common Charges and Assessments:

Each Unit Owner shall have an obligation to pay Common Charges and Special Assessments when due. Except as set forth in the Notes to Schedule B and as otherwise provided in the By-Laws, Common Charges for each Unit shall be determined by multiplying that Unit's percentage of Common Interest by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with the By-Laws of the Condominium. Common Charges will be established by the Board of Managers on an annual basis, at least, and be paid in equal monthly

installments, due and payable on the first day of each mouth. The Board of Managers, in accordance with the By-Laws, will impose Special Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The Special Assessments to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest, as determined by the Board of Managers. Notwithstanding, the foregoing, however the Board of Managers shall not reduce the Common Charges payable during any year occurring within a period when Sponsor or Sponsor-designees own Units having more than 50% of the Common Interest of all Units solely an a result of either reducing the number of employees of the Condominium below the numbered employees for the Condominium on the date of recording the Declaration or reducing or eliminating any service or reducing the insurance coverage below that provided for the Buildings on such date, except with the concurrence of a majority of the members of the Board of Managers elected by Unit Owners other than Sponsor or Sponsor-designees.

Revisions to the projections of the Common Expenses must be duly filed as an amendment.

Under the provisions of Section 339-z of the New York Real Property Law, the Board of Managers, on behalf of the Unit Owners, will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof at the Register's Office, Queens County and until all sums secured thereby with the interest thereon shall have been fully paid or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within fifteen (15) days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against such Unit Owner's Unit for the unpaid Common Charges, as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time. The failure to make prompt payment of Common Charges or Special Assessments when due shall subject the Unit Owner to a late charge as described in the By-Law. Notwithstanding the foregoing, the Sponsor, any Sponsor-designee and any partner of any entity affiliated directly or indirectly with Sponsor shall not be subject to the late charge. 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 30 days in arrears of Common Charges while it is in control of the Board of Managers.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a sale, transfer, or other conveyance made by

him or her of his or her Unit, with appurtenant Common Elements, in accordance with the Declaration and By-Laws.

All Unit owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include, without limitation, placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

4. Repairs:

Except as otherwise provided in the Declaration or By-Law, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary in or to any Unit and all portions of both, including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors and their frames and saddles (except painting the exterior side of a Unit entrance doors and door bucks), all interior staircases exposed plumbing, gas and heating fixtures and equipment, lighting and electrical fixtures (but excluding any Common Elements contained therein) shall be performed by the owner of such Unit at such Unit Owners cost and expense.

All painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, to the Common Elements, as defined in the Declaration, and the painting of the exterior side of Unit entrance doors and door backs shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. All painting, decorating, maintenance, repair and replacements in or to the Limited Common Elements, as defined in the Declaration, will be performed by (a) the Board of Managers if it involves structural or extraordinary maintenance, repairs or replacements (including, without limitation, repairs that are not caused by the acts or omissions of the Unit Owner having direct and exclusive access thereto), or (b) subject to the restrictions set forth in the By-Laws and the Rules and Regulations by the Unit Owner having direct and exclusive access thereto, at such Unit Owner's sole cost and expense, if it involves nonstructural, ordinary maintenance, repairs or replacements or it is as a result of the Unit Owner's acts or omissions.

Each Unit Owner shall have an easement in common with the other Unit owners to use, maintain, repair, alter and replace all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements located in other Units and serving his or her Unit. In addition, each Unit Owner shall have an easement for the continuance of any encroachment by the Unit on any adjoining Unit or on any Common Element, now existing or which may come into existence hereafter as a result of the settling or shifting of Buildings or as a result of repair or restoration of Buildings or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or by reason of any alteration made by or with the consent of the Board of Managers or the Sponsor to the Common Elements so

that any such encroachment may remain undisturbed so long as Buildings stand. As more fully set forth in the By-laws and the Rules and Regulations, the Sponsor, the Board of Managers and the Managing Agent, and all designees thereof, shall have a right of access to each Unit to inspect and make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

5. Additions, Alterations and Improvements:

A non-structural alteration to a Unit or its appurtenant Limited Common Element that does not adversely affect the structure of the Buildings or the value of other Units or the Common Elements, that cannot be sighted from the Common Elements or another Unit or from a public street, and that complies with all laws, may be made by any unit owner without consent of the Board of Managers. No Unit Owner (other than Sponsor or Sponsor-designees) may make a structural alteration in a Unit without the prior written approval of the Board of Managers. Upon such approval, the Unit Owner in question shall agree that (i) such structural alteration shall be at the Unit Owner's sole cost and expense, (ii) all work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, (iii) all work shall be done by reputable contractors with adequate to liability, property damage and workmen's compensation insurance (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), (iv) the Unit Owner shall procure and maintain during the course of such work such other insurance as the Board of Managers may reasonably prescribe, and (v) any additions shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such additions, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such Unit Owner shall further agree to indemnify and held harmless the Board of Managers and its officers, the Managing Agent, Sponsor, and all other Unit Owners from and against any liability cost and cost arising from such work. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, without limitation, any fees of an attorney and/or fees of an architect consulted by the Board of Managers in connection with the request by a Unit Owner for approval of a structural alteration.

Sponsor, the Board of Managers and/or the Managing Agent shall have a permanent right of access to any Unit for the purpose of inspecting or making any repairs or replacements to any of the Common Elements contained in such Unit or elsewhere in the Buildings, remedying any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Balconies and terraces and any other Limited Common Elements shall be maintained and repaired and shall be kept free and clear of snow, ice and any other accumulations, by the Unit Owner at Unit Owner's own cost and expense.

6. Insurance:

The insurance policies obtained by the Board of Managers shall provide, that Sponsor, each Unit Owner, each Permitted Mortgage of a Unit and Managing Agent shall be named insured, as their interests may appear. These policies shall provide All Risk Building Insurance, Comprehensive General Liability and Board of Managers and Officers Liability. The specific amounts of coverage are noted in the section titled "*Notes to Schedule B."*

The insurance does not include any coverage for (i) losses due to fire, theft or other casualty to the personal property of a Unit Owner contained with in the Unit or a Limited Common Element, (ii) the cost of living elsewhere if a Unit is greatly damaged, or (iii) liability coverage for a Unit Owner for occurrences within a Unit or a Limited Common Element. The insurance does include coverage for losses due to fire or other casualty to the walls, ceilings and floors in the Units (other than those walls, ceilings and floors erected by a Unit Owner other than Sponsor), as finished by Sponsor in accordance with the section titled "*Description of Property and Specifications"* and all kitchen and bathroom fixtures and appliances installed therein by Sponsor an described in said section, but the insurance will only pay to restore, the walls, ceilings and floors as finished by the Sponsor under the Offering Plan and will not pay for any improvements, alterations or decorations thereto made by the Unit Owner or for any kitchen or bathroom fixtures and appliances installed by the Unit Owner. UNIT OWNERS SHOULD CONSULT THEIR INSURANCE AGENT AS TO THE AVAILABILITY OF INSURANCE TO COVER ALL OF THE AFOREMENTIONED AND ANY ADDITIONAL COVERAGE, WHICH MIGHT BE RECOMMENDED.

In the event that any portion of the Property is damaged or destroyed by fire or other casualty (hereinafter referred to as a Casualty Loss) the net insurance proceeds payable under insurance policies maintained by the Board of Managers pursuant to the terms of Section 5.4 of the By-laws by reason of Such Casualty Loss shall be payable either to the Board of Managers, if the same shall be $250,000.00 or less in the aggregate, or the Insurance Trustee, if the same shall exceed $250,000.00 or less in the aggregate. All such monies actually received (hereinafter referred to as the Trust Funds) shall be held in trust for the-benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of Section 5.5 of the By-Laws.

The Board of Managers shall arrange for the prompt repair or restoration (hereinafter referred to as the Work) of: the portions of the Property (including all Units, the exposed face of all walls, ceilings and floors in the units, other than those walls ceilings and floors erected by a Unit owner other than the Sponsor) as finished by Sponsor in accordance with the Section of the Offering Plan entitled Description of Property and Specifications and all bathroom and kitchen fixtures installed therein by Sponsor, but not including appliances or any furniture, fixtures, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss. If,

pursuant to the immediately preceding sentence, Work is to be performed in or to Units, Common Elements that service or enclosed Units and other Common Elements, or any combination of the foregoing, the Work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, its appurtenant Limited Common Elements, or any portion thereof shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 of the By-Laws, to supervise any reconstruction of his or her Unit and/or such Limited Common Elements.

In the event that Work shall be performed the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Board of Managers shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excesses shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid, out of said Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the By-Laws and for any projected deficiency in the amount of the Trust Funds available to the Board of Managers and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including. without limitation, any Permitted mortgagee).

7. Use of Units:

The Residential Units may be used only for private residential use, except that a Unit Owner may use a portion of his or her Unit for any home occupation use including as a professional office, provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering the Buildings and such Unit or applicable zoning laws and ordinances, building codes or other rules and regulations of governmental authorities having jurisdiction. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers. Community facility and parking units may be used for those uses permitted by the certificate of occupancy.

Smoking is not permitted anywhere in the building (except inside units) including common areas. Smoking is not permitted on balconies, terraces or areas that are appurtenant to units/outdoor limited common elements. Smoking is permitted inside units. The smoking policy is intended to be the same as the policies set forth in the Smoke Free Air Act. NYC

Administrative Code § 17-505. ("SFAA"). SFAA does not prohibit smoking in private units or apartments or other private residences (except in areas where child day care centers or health care facilities operate and are open or employees are working).

Except as set forth above, no industry, business, trade, occupation or otherwise, designated for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Units or Common Elements. No for sale, For Rent or For Lease signs or other similar window displays or advertising shall be maintained or permitted in any Unit or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Sponsor and Sponsor-designees reserve the right to place For Sale, For Rent or For Lease or similar signs on any unoccupied Units or Unsold Units.

Notwithstanding the foregoing Sponsor and Sponsor-designees, reserve the right to place For Sale, For Rent or For Lease or similar signs on the Buildings. Additionally, Sponsor and Sponsor-designees reserve the right to maintain and staff one or more vacant and Unsold Units as a sales office and/or model Unit.

No Unit Owner shall be allowed to put his or her name on any entry to the Buildings or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Except as provided in this section, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of a Unit or adjoining Common Element, nor shall anything be projected out of any window of the Buildings.

No exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Unit Owner in any manner or without prior written consent of the Board of Managers or except as provided in the By-laws.

No personal articles (including but not limited to, garbage cans, bicycles, motorcycles, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, as other Common Elements, except as approved by the Board of Managers. No Unit Owner shall change or alter in any way the design, layout or color scheme or furnishings in entrances, hallways, stairways or other Common Elements.

Decorating and furnishing of Limited Common Elements by the Owner of the Unit which has the exclusive right to use and occupancy of such Limited Common Elements shall not require the consent of the Board of Managers if it does not adversely affect the structure of the Buildings or the value of other Units or Common Elements and complies with all laws. No fences or permanent barriers are allowed in the patios. Where there are fences, the Unit Owners of the Limited Common Elements shall not install lockable gates, in order to permit the superintendent to go through the patios to maintain the Common Elements. Any laundry lines installed in the patios shall not interfere with exit passage at the gates. The patios may not be used to store commercial goods or animals. Loud music, noise or bright lights, which may disturb neighbors, are prohibited. The existing trees shall not be removed. There shall

be no painting of the exterior walls adjacent to the Limited Common Elements except as approved by the Board of Managers. The fire escapes and the area below the drop ladder of the fire escapes shall be kept clear of objects at all times.

The Board of Managers or the Managing Agent shall retain a passkey to each Unit. No Unit Owner shall change any lock on any door leading into his or her Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit Owner moves into his or her Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Unit for emergency purposes and a Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Unit Owner shall be liable and responsible for any damage to the Common Elements or such Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or the Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

No Unit owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants in the Buildings or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit any dirt or other substances to be swept or thrown therefrom, or from the doors, windows or fire escapes of a Unit.

Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Buildings by the other Unit Owners. In no event shall dogs or cats be permitted in any of the public portions of the Buildings unless carried or on a 1eash. Each Unit Owner who keeps an animal in the Buildings shall indemnify the Board of Managers and held it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the Property. Notwithstanding the foregoing, the Board of Managers shall have the right to limit the number of animals kept by a Unit Owner or to prohibit any animal, which the Board of Managers determines to be interfering with the use and enjoyment of the Buildings by the other Unit Owners.

Unit Owners shall not be permitted to hang radio or television aerials from the exterior of the Buildings without written approval of the Board of Managers.

No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers. Whichever shall have the obligation to maintain or repair such portion of the Property.

Upon seventy-two (72) hours' notice in writing to the Unit Owner, Sponsor or its designee, the agents of the Board of Managers, and any authorized contractor or workman may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of this Offering Plan, the Declaration, By-Laws, or Rules and Regulations of the Condominium.

All damage to the Buildings or Common Elements caused by moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

Any damage to the Buildings or equipment caused by Unit Owners, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Property or regarding the actions of other Units Owners shall be made in writing to the Board of Managers. Only the Board of Managers shall have the right to enforce the Rules and Regulations of the Condominium; the Board of Managers may in its, absolute discretion waive any violation.

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Limited Common Elements and may be amended from time to time by the Board of Managers.

8. Miscellaneous:

In certain instances, Sponsor, Sponsor-designees, and any partner of any entity affiliated directly or indirectly with Sponsor, are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. These instances include, without limitation, the right to use a Unit as a model and display For Sale, For rent, For Lease or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal or paying a fee therefor, the right to alter a Unit without obtaining the prior consent of the Board of Managers (but only in accordance with the other terms of this Offering Plan), and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. FOR AS LONG AS SPONSOR OR ANY SPONSOR-DESIGNEE OR ANY PARTNER OF ANY ENTITY AFFILIATED DIRECTLY OR INDIRECTLY WITH SPONSOR OWNS TITLE TO ONE OR MORE UNITS, THE RULES AND REGULATIONS OF THE CONDOMINIUM THE BY-LAWS OR DECLARATION MAY NOT BE AMENDED IN A MANNER WHICH WOULD, IN THE SOLE DISCRETION OF SPONSOR OR ANY SPONSOR-DESIGNEE, OR ANY PARTNER OF ANY ENTITY AFFILIATED

DIRECTLY OR INDIRECTLY WITH SPONSOR IN ANY WAY, IMPOSE ANY RESTRICTION UPON THE SALE OF ANY UNIT, OR IMPOSE A RIGHT OF FIRST REFUSAL OR PAYING A FEE THEREFOR UNLESS SPONSOR OR EACH SPONSOR-DESIGNEE OR EACH PARTNER OF ANY ENTITY AFFILIATED DIRECTLY OR INDIRECTLY WITH SPONSOR GIVES ITS PRIOR WRITTEN CONSENT TO SUCH AMENDMENT.

To cover administrative expenses, any Unit Owner who fails to pay any sum, charge or assessment within ten days of its due date shall be liable for any expenses incurred by the Condominium in collecting such sum, charge or assessment, including, but not limited to, reasonable attorneys' fees, plus a late charge of 5% and interest at the rate of 2% per month.

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 30 days in arrears of common charges while it is in control of the Board of Managers.

If a non-occupying owner, including the Sponsor, 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 Real Property Law Section 339-kk, all rental payments from the tenant shall be directly payable to the condominium association. 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. Payment by a rental tenant to the condominium association made in connection with section 339-kk 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.

## REAL ESTATE TAXES &
## TAX STATUS OF CONDOMINIUM

After the units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes, and that unit owner will not be responsible for the payment of, nor will the unit be subjected to, a lien arising from the nonpayment of taxes on other units.

If units have not been separately assessed for real estate tax purposes, prior to the closing of title to the first unit, unit owners will make payment of taxes to the Board of Managers. The amount to be paid by each unit owner shall be calculated by multiplying the percentage of the common elements by the real estate tax bill for the period in question. This money shall be paid to the Board of Managers not later than 15 days before the taxes are due to the Taxing Authority. The Board of Managers will establish a separate escrow account for this purpose.

Real estate taxes for the units will be assessed by the New York City Department of Finance. The current tax rate for residential condominiums is 12.267%. In making our determination of the estimated taxes, we have reviewed similar residential condominium space constructed within the last 5 years in various location in Queens County. The information of other comparable condominiums is summarized below:

| Condominium | Unit | Sq. Foot | Assessed Value | Assessment Per Sq. Foot |
|---|---|---|---|---|
| **Union Turnpike Mansion** | #201N | 703 | $ 44,025 | $ 62.62 |
| 158-15 Union Tpke | #202N | 636 | $ 39,792 | $ 62.56 |
| Fresh Meadows, NY | #203N | 669 | $ 41,908 | $ 62.64 |
| **Grandview Condominium** | #2A | 894 | $ 78,745 | $ 88.08 |
| 145-38 34th Avenue | #3B | 764 | $ 67,556 | $ 88.42 |
| Flushing, NY | #4C | 826 | $ 72,721 | $ 88.04 |
| **Parsons Tower Condominium** | #2A | 761 | $77,958 | $102.44 |
| 42-29 Parsons Boulevard | #3B | 860 | $88,271 | $102.64 |
| Flushing, NY | #4C | 726 | $74,621 | $102.78 |

The above comparison of other similar residential condominium space constructed in the last 5 years in Queens County show an estimated average Assessed Value of $85 per square foot per year. In light of the above comparison, the Sponsor is estimating that once construction is completed, this condominium will be assessed at approximately $85 per square foot. This is a reasonable estimate for the projected Assessed Value of this condominium project after construction is complete as it is based upon similar residential condominium buildings in the Queens county, and with a Tax Rate of 12.267%, the estimated taxes can be obtained by multiplying the Assessed Value per Square Foot (AV/SF) by a Unit's square feet (SF), and then multiplying that value by the Tax Rate (T). An example of the estimated calculation for Unit 2A is as follows:

Estimated Taxes: (AV/SF) x (SF) x (T) =

$85/sq. ft x 818 Sq. Ft. x 12.267% = $ 8,259 (rounded to nearest dollar)

**Sponsor is not attempting to qualify for the new 421-a(16) Affordable New York Housing Program. ("ANYH Program") Therefore, prospective purchasers should be aware that real estate taxes for the residential units will be higher than comparative buildings with such 421-a exemption benefits. PROSPECTIVE PURCHASERS WILL NOT BE ENTITLED TO A RIGHT OF RESCISSION DUE TO THE UNITS NOT HAVING 421-A EXEMPTION BENEFITS.**

The tax liability from January 1, 2025 to December 31, 2025 is estimated at $1,873,550.62 assuming that the condominium has no abatements. The tax rate used to calculate projected real estate taxes is 12.267%. The approximate date of completion for the building is January 1, 2025, and the date of reassessment is on or about January 15, 2025.

These tax assessment figures represent the total real estate taxes for the residential units plus parking units. A similar comparative analysis was done of community facility condominium space constructed within the last 5 years in various location in Queens County. The information of other comparable community facility units is summarized below:

| Condominium | Unit | Sq. Foot | Assessed Value | Assessment Per Sq. Foot |
|---|---|---|---|---|
| **Union Turnpike Mansion** | A | 9,748 | $1,355,688 | $139.07 |
| 158-15 Union Tpke | B | 3,717 | $519,259 | $139.70 |
| Fresh Meadows, NY | C | 2,578 | $316,192 | $122.65 |
| **Crescent Condominium** | Com-C | 2,413 | $259,750 | $107.65 |
| 42-22 Crescent Street | Com-1 | 1,296 | $139,400 | $107.56 |
| Long Island City, NY 11101 | | | | |
| **Parsons Garden Condominium One** | CF1 | 1,814 | $278,759 | $153.67 |
| 153-53 77th Avenue | CF2 | 1,608 | $246,841 | $153.51 |
| Flushing, NY | | | | |

The above comparison of other similar community facility space constructed in the last 5 years in Queens County show an estimated average Assessed Value of $131.97 per square foot per year. It is estimated that once the construction of condominium is complete, the Community Facility Units will be assessed at approximately $132 per square foot. This is a reasonable estimate for the projected Assessed Value of this condominium project after construction is complete as it is based upon similar community facility space in similar condominium buildings in the Queens County, and with a Tax Rate of 10.646%, the estimated taxes can be obtained by multiplying the Assessed Value per Square Foot (AV/SF) by a Unit's square feet (SF), and then multiplying that value by the Tax Rate (T). An example of the estimated calculation for Unit C1 is as follows:

Estimated Taxes: (AV/SF) x (SF) x (T) =

$132/sq. ft x 1,167 Sq. Ft. x 10.646% = $16,367 (rounded to nearest dollar)

These tax assessment figures represent the total real estate taxes for all units (ie. Residential and non-residential). The tax assessments shall be divided proportionally to each Unit's percent Common Elements. A table showing each units' proportionate tax liability is as follows:

| **Unit** | **Approx. Sq. Ft.** | **Estimated Taxes** | |
|---|---|---|---|
| | | Per Mo. | Per Yr. |
| CF1 | 1,167 | $1,366.63 | $16,399.52 |
| CF2 | 2,579 | $3,020.16 | $36,241.96 |
| CF3 | 1,677 | $1,963.87 | $23,566.41 |
| CF4 | 1,645 | $1,926.39 | $23,116.72 |
| CF5 | 1,692 | $1,981.43 | $23,777.20 |
| CF6 | 1,452 | $1,700.38 | $20,404.55 |
| CF7 | 1,522 | $1,782.35 | $21,388.24 |
| CF8 | 1563 | $1,830.37 | $21,964.40 |
| CF9 | 1412 | $1,653.54 | $19,842.44 |
| CF10 | 1537 | $1,799.92 | $21,599.03 |
| CF11 | 2588 | $3,030.70 | $36,368.44 |
| CF12 | 1427 | $1,671.10 | $20,053.23 |
| CF13 | 2044 | $2,393.65 | $28,723.76 |
| CF14 | 2137 | $2,502.56 | $30,030.66 |
| CF15 | 1976 | $2,314.01 | $27,768.17 |
| CF16 | 1241 | $1,453.29 | $17,439.43 |
| CF17 | 1251 | $1,465.00 | $17,579.95 |
| CF18 | 2096 | $2,454.54 | $29,454.50 |
| CF19 | 1811 | $2,120.79 | $25,449.48 |
| 201 | 741 | $643.86 | $7,726.37 |
| 202 | 792 | $688.18 | $8,258.14 |
| 203 | 792 | $688.18 | $8,258.14 |
| 204 | 497 | $431.85 | $5,182.19 |
| 205 | 524 | $455.31 | $5,463.72 |
| 206 | 497 | $431.85 | $5,182.19 |
| 207 | 480 | $417.08 | $5,004.94 |
| 208 | 540 | $469.21 | $5,630.55 |
| 209 | 783 | $680.36 | $8,164.30 |
| 210 | 499 | $433.59 | $5,203.05 |
| 211 | 500 | $434.46 | $5,213.48 |
| 212 | 433 | $376.24 | $4,514.87 |
| 213 | 942 | $818.52 | $9,822.19 |
| 214 | 509 | $442.28 | $5,307.32 |
| 215 | 551 | $478.77 | $5,745.25 |
| 216 | 542 | $470.95 | $5,651.41 |

| | | | |
|---|---|---|---|
| 217 | 785 | $682.10 | $8,185.16 |
| 218 | 548 | $476.16 | $5,713.97 |
| 219 | 548 | $476.16 | $5,713.97 |
| 220 | 529 | $459.65 | $5,515.86 |
| 221 | 365 | $317.15 | $3,805.84 |
| 222 | 522 | $453.57 | $5,442.87 |
| 223 | 522 | $453.57 | $5,442.87 |
| 224 | 519 | $450.97 | $5,411.59 |
| 225 | 785 | $682.10 | $8,185.16 |
| 226 | 679 | $589.99 | $7,079.90 |
| 227 | 675 | $586.52 | $7,038.19 |
| 228 | 673 | $584.78 | $7,017.34 |
| 229 | 568 | $493.54 | $5,922.51 |
| 230 | 822 | $714.25 | $8,570.95 |
| 231 | 909 | $789.84 | $9,478.10 |
| 232 | 861 | $748.13 | $8,977.60 |
| 301 | 741 | $643.86 | $7,726.37 |
| 302 | 792 | $688.18 | $8,258.14 |
| 303 | 792 | $688.18 | $8,258.14 |
| 304 | 497 | $431.85 | $5,182.19 |
| 305 | 524 | $455.31 | $5,463.72 |
| 306 | 497 | $431.85 | $5,182.19 |
| 307 | 480 | $417.08 | $5,004.94 |
| 308 | 540 | $469.21 | $5,630.55 |
| 309 | 783 | $680.36 | $8,164.30 |
| 310 | 499 | $433.59 | $5,203.05 |
| 311 | 500 | $434.46 | $5,213.48 |
| 312 | 433 | $376.24 | $4,514.87 |
| 313 | 942 | $818.52 | $9,822.19 |
| 314 | 509 | $442.28 | $5,307.32 |
| 315 | 551 | $478.77 | $5,745.25 |
| 316 | 542 | $470.95 | $5,651.41 |
| 317 | 785 | $682.10 | $8,185.16 |
| 318 | 548 | $476.16 | $5,713.97 |
| 319 | 548 | $476.16 | $5,713.97 |
| 320 | 529 | $459.65 | $5,515.86 |
| 321 | 365 | $317.15 | $3,805.84 |
| 322 | 522 | $453.57 | $5,442.87 |
| 323 | 522 | $453.57 | $5,442.87 |
| 324 | 519 | $450.97 | $5,411.59 |
| 325 | 785 | $682.10 | $8,185.16 |
| 326 | 679 | $589.99 | $7,079.90 |
| 327 | 675 | $586.52 | $7,038.19 |
| 328 | 673 | $584.78 | $7,017.34 |

| | | | |
|---|---|---|---|
| 329 | 568 | $493.54 | $5,922.51 |
| 330 | 822 | $714.25 | $8,570.95 |
| 331 | 906 | $787.23 | $9,446.82 |
| 332 | 871 | $756.82 | $9,081.87 |
| 333 | 543 | $471.82 | $5,661.83 |
| 401 | 741 | $643.86 | $7,726.37 |
| 402 | 792 | $688.18 | $8,258.14 |
| 403 | 792 | $688.18 | $8,258.14 |
| 404 | 497 | $431.85 | $5,182.19 |
| 405 | 524 | $455.31 | $5,463.72 |
| 406 | 497 | $431.85 | $5,182.19 |
| 407 | 480 | $417.08 | $5,004.94 |
| 408 | 540 | $469.21 | $5,630.55 |
| 409 | 783 | $680.36 | $8,164.30 |
| 410 | 499 | $433.59 | $5,203.05 |
| 411 | 500 | $434.46 | $5,213.48 |
| 412 | 433 | $376.24 | $4,514.87 |
| 413 | 942 | $818.52 | $9,822.19 |
| 414 | 509 | $442.28 | $5,307.32 |
| 415 | 551 | $478.77 | $5,745.25 |
| 416 | 542 | $470.95 | $5,651.41 |
| 417 | 785 | $682.10 | $8,185.16 |
| 418 | 548 | $476.16 | $5,713.97 |
| 419 | 548 | $476.16 | $5,713.97 |
| 420 | 529 | $459.65 | $5,515.86 |
| 421 | 365 | $317.15 | $3,805.84 |
| 422 | 522 | $453.57 | $5,442.87 |
| 423 | 522 | $453.57 | $5,442.87 |
| 424 | 519 | $450.97 | $5,411.59 |
| 425 | 785 | $682.10 | $8,185.16 |
| 426 | 679 | $589.99 | $7,079.90 |
| 427 | 675 | $586.52 | $7,038.19 |
| 428 | 673 | $584.78 | $7,017.34 |
| 429 | 568 | $493.54 | $5,922.51 |
| 430 | 822 | $714.25 | $8,570.95 |
| 431 | 906 | $787.23 | $9,446.82 |
| 432 | 871 | $756.82 | $9,081.87 |
| 433 | 543 | $471.82 | $5,661.83 |
| 501 | 741 | $643.86 | $7,726.37 |
| 502 | 792 | $688.18 | $8,258.14 |
| 503 | 792 | $688.18 | $8,258.14 |
| 504 | 497 | $431.85 | $5,182.19 |
| 505 | 524 | $455.31 | $5,463.72 |
| 506 | 497 | $431.85 | $5,182.19 |

| | | | |
|---|---|---|---|
| 507 | 480 | $417.08 | $5,004.94 |
| 508 | 540 | $469.21 | $5,630.55 |
| 509 | 783 | $680.36 | $8,164.30 |
| 510 | 499 | $433.59 | $5,203.05 |
| 511 | 500 | $434.46 | $5,213.48 |
| 512 | 433 | $376.24 | $4,514.87 |
| 513 | 942 | $818.52 | $9,822.19 |
| 514 | 509 | $442.28 | $5,307.32 |
| 515 | 551 | $478.77 | $5,745.25 |
| 516 | 542 | $470.95 | $5,651.41 |
| 517 | 785 | $682.10 | $8,185.16 |
| 518 | 548 | $476.16 | $5,713.97 |
| 519 | 548 | $476.16 | $5,713.97 |
| 520 | 529 | $459.65 | $5,515.86 |
| 521 | 365 | $317.15 | $3,805.84 |
| 522 | 522 | $453.57 | $5,442.87 |
| 523 | 522 | $453.57 | $5,442.87 |
| 524 | 519 | $450.97 | $5,411.59 |
| 525 | 785 | $682.10 | $8,185.16 |
| 526 | 679 | $589.99 | $7,079.90 |
| 527 | 666 | $578.70 | $6,944.35 |
| 528 | 888 | $771.59 | $9,259.13 |
| 529 | 956 | $830.68 | $9,968.16 |
| 530 | 894 | $776.81 | $9,321.69 |
| 601 | 741 | $643.86 | $7,726.37 |
| 602 | 792 | $688.18 | $8,258.14 |
| 603 | 792 | $688.18 | $8,258.14 |
| 604 | 497 | $431.85 | $5,182.19 |
| 605 | 524 | $455.31 | $5,463.72 |
| 606 | 373 | $324.10 | $3,889.25 |
| 607 | 734 | $637.78 | $7,653.38 |
| 608 | 751 | $652.55 | $7,830.64 |
| 609 | 468 | $406.65 | $4,879.81 |
| 610 | 433 | $376.24 | $4,514.87 |
| 611 | 942 | $818.52 | $9,822.19 |
| 612 | 509 | $442.28 | $5,307.32 |
| 613 | 551 | $478.77 | $5,745.25 |
| 614 | 542 | $470.95 | $5,651.41 |
| 615 | 785 | $682.10 | $8,185.16 |
| 616 | 548 | $476.16 | $5,713.97 |
| 617 | 548 | $476.16 | $5,713.97 |
| 618 | 892 | $775.07 | $9,300.84 |
| 619 | 522 | $453.57 | $5,442.87 |
| 620 | 522 | $453.57 | $5,442.87 |

| | | | |
|---|---|---|---|
| 621 | 519 | $450.97 | $5,411.59 |
| 622 | 785 | $682.10 | $8,185.16 |
| 623 | 679 | $589.99 | $7,079.90 |
| 624 | 675 | $586.52 | $7,038.19 |
| 625 | 882 | $766.38 | $9,196.57 |
| 626 | 947 | $822.86 | $9,874.32 |
| 701 | 741 | $643.86 | $7,726.37 |
| 702 | 792 | $688.18 | $8,258.14 |
| 703 | 792 | $688.18 | $8,258.14 |
| 704 | 497 | $431.85 | $5,182.19 |
| 705 | 524 | $455.31 | $5,463.72 |
| 706 | 373 | $324.10 | $3,889.25 |
| 707 | 758 | $658.64 | $7,903.63 |
| 708 | 774 | $672.54 | $8,070.46 |
| 709 | 468 | $406.65 | $4,879.81 |
| 710 | 433 | $376.24 | $4,514.87 |
| 711 | 819 | $711.64 | $8,539.67 |
| 712 | 806 | $700.34 | $8,404.12 |
| 713 | 817 | $709.90 | $8,518.82 |
| 714 | 809 | $702.95 | $8,435.40 |
| 715 | 536 | $465.74 | $5,588.85 |
| 716 | 807 | $701.21 | $8,414.55 |
| 717 | 808 | $702.08 | $8,424.98 |
| 718 | 817 | $709.90 | $8,518.82 |
| 719 | 1,015 | $881.95 | $10,583.35 |
| 720 | 907 | $788.10 | $9,457.24 |
| 721 | 923 | $802.01 | $9,624.07 |
| SC1 | 153 | $132.94 | $1,595.32 |
| SC2 | 153 | $132.94 | $1,595.32 |
| SC3 | 153 | $132.94 | $1,595.32 |
| SC4 | 153 | $132.94 | $1,595.32 |
| SC5 | 153 | $132.94 | $1,595.32 |
| SC6 | 153 | $132.94 | $1,595.32 |
| SC7 | 153 | $132.94 | $1,595.32 |
| SC8 | 153 | $132.94 | $1,595.32 |
| SC8 | 153 | $132.94 | $1,595.32 |
| SC10 | 153 | $132.94 | $1,595.32 |
| SC11 | 153 | $132.94 | $1,595.32 |
| SC12 | 153 | $132.94 | $1,595.32 |
| SC13 | 153 | $132.94 | $1,595.32 |
| SC14 | 153 | $132.94 | $1,595.32 |
| SC15 | 153 | $132.94 | $1,595.32 |
| SC16 | 153 | $132.94 | $1,595.32 |
| SC17 | 153 | $132.94 | $1,595.32 |

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|---|---|---|---|
| SC18 | 153 | $132.94 | $1,595.32 |
| SC19 | 153 | $132.94 | $1,595.32 |
| SC20 | 153 | $132.94 | $1,595.32 |
| SC21 | 153 | $132.94 | $1,595.32 |
| SC22 | 153 | $132.94 | $1,595.32 |
| SC23 | 153 | $132.94 | $1,595.32 |
| SC24 | 153 | $132.94 | $1,595.32 |
| SC25 | 153 | $132.94 | $1,595.32 |
| SC26 | 153 | $132.94 | $1,595.32 |
| SC27 | 153 | $132.94 | $1,595.32 |
| SC28 | 153 | $132.94 | $1,595.32 |
| SC29 | 153 | $132.94 | $1,595.32 |
| SC30 | 153 | $132.94 | $1,595.32 |
| SC31 | 153 | $132.94 | $1,595.32 |
| SC32 | 153 | $132.94 | $1,595.32 |
| SC33 | 153 | $132.94 | $1,595.32 |
| SC34 | 153 | $132.94 | $1,595.32 |
| SC35 | 153 | $132.94 | $1,595.32 |
| SC36 | 153 | $132.94 | $1,595.32 |
| SC37 | 153 | $132.94 | $1,595.32 |
| SC38 | 153 | $132.94 | $1,595.32 |
| SC39 | 153 | $132.94 | $1,595.32 |
| SC40 | 153 | $132.94 | $1,595.32 |
| SC41 | 153 | $132.94 | $1,595.32 |
| SC42 | 153 | $132.94 | $1,595.32 |
| SC43 | 153 | $132.94 | $1,595.32 |
| SC44 | 153 | $132.94 | $1,595.32 |
| SC45 | 153 | $132.94 | $1,595.32 |
| SC46 | 153 | $132.94 | $1,595.32 |
| SC47 | 153 | $132.94 | $1,595.32 |
| SC48 | 153 | $132.94 | $1,595.32 |
| SC49 | 153 | $132.94 | $1,595.32 |
| SC50 | 153 | $132.94 | $1,595.32 |
| SC51 | 153 | $132.94 | $1,595.32 |
| SC52 | 153 | $132.94 | $1,595.32 |
| SC53 | 153 | $132.94 | $1,595.32 |
| SC54 | 153 | $132.94 | $1,595.32 |
| SC55 | 153 | $132.94 | $1,595.32 |
| SC56 | 153 | $132.94 | $1,595.32 |
| SC57 | 153 | $132.94 | $1,595.32 |
| SC58 | 153 | $132.94 | $1,595.32 |
| SC59 | 153 | $132.94 | $1,595.32 |
| SC60 | 153 | $132.94 | $1,595.32 |
| SC61 | 153 | $132.94 | $1,595.32 |

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|---|---|---|---|
| SC62 | 153 | $132.94 | $1,595.32 |
| SC63 | 153 | $132.94 | $1,595.32 |
| SC64 | 153 | $132.94 | $1,595.32 |
| SC65 | 153 | $132.94 | $1,595.32 |
| SC66 | 153 | $132.94 | $1,595.32 |
| SC67 | 153 | $132.94 | $1,595.32 |
| SC68 | 153 | $132.94 | $1,595.32 |
| SC69 | 153 | $132.94 | $1,595.32 |
| SC70 | 153 | $132.94 | $1,595.32 |
| SC71 | 153 | $132.94 | $1,595.32 |
| SC72 | 153 | $132.94 | $1,595.32 |
| SC73 | 153 | $132.94 | $1,595.32 |
| SC74 | 153 | $132.94 | $1,595.32 |
| SC75 | 153 | $132.94 | $1,595.32 |
| C1 | 153 | $132.94 | $1,595.32 |
| C2 | 153 | $132.94 | $1,595.32 |
| C3 | 153 | $132.94 | $1,595.32 |
| C4 | 153 | $132.94 | $1,595.32 |
| C5 | 153 | $132.94 | $1,595.32 |
| C6 | 153 | $132.94 | $1,595.32 |
| C7 | 153 | $132.94 | $1,595.32 |
| C8 | 153 | $132.94 | $1,595.32 |
| C9 | 153 | $132.94 | $1,595.32 |
| C10 | 153 | $132.94 | $1,595.32 |
| C11 | 153 | $132.94 | $1,595.32 |
| C12 | 153 | $132.94 | $1,595.32 |
| C13 | 153 | $132.94 | $1,595.32 |
| C14 | 153 | $132.94 | $1,595.32 |
| C15 | 153 | $132.94 | $1,595.32 |
| C16 | 153 | $132.94 | $1,595.32 |
| C17 | 153 | $132.94 | $1,595.32 |
| C18 | 153 | $132.94 | $1,595.32 |
| C19 | 153 | $132.94 | $1,595.32 |
| C20 | 153 | $132.94 | $1,595.32 |
| C21 | 153 | $132.94 | $1,595.32 |
| C22 | 153 | $132.94 | $1,595.32 |
| C23 | 153 | $132.94 | $1,595.32 |
| C24 | 153 | $132.94 | $1,595.32 |
| C25 | 153 | $132.94 | $1,595.32 |
| C26 | 153 | $132.94 | $1,595.32 |
| C27 | 153 | $132.94 | $1,595.32 |
| C28 | 153 | $132.94 | $1,595.32 |
| C29 | 153 | $132.94 | $1,595.32 |
| C30 | 153 | $132.94 | $1,595.32 |

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|---|---|---|---|
| C31 | 153 | $132.94 | $1,595.32 |
| C32 | 153 | $132.94 | $1,595.32 |
| C33 | 153 | $132.94 | $1,595.32 |
| C34 | 153 | $132.94 | $1,595.32 |
| C35 | 153 | $132.94 | $1,595.32 |
| C36 | 153 | $132.94 | $1,595.32 |
| C37 | 153 | $132.94 | $1,595.32 |
| C38 | 153 | $132.94 | $1,595.32 |
| C39 | 153 | $132.94 | $1,595.32 |
| C40 | 153 | $132.94 | $1,595.32 |
| C41 | 153 | $132.94 | $1,595.32 |
| C42 | 153 | $132.94 | $1,595.32 |
| C43 | 153 | $132.94 | $1,595.32 |
| C44 | 153 | $132.94 | $1,595.32 |
| C45 | 153 | $132.94 | $1,595.32 |
| C46 | 153 | $132.94 | $1,595.32 |
| C47 | 153 | $132.94 | $1,595.32 |
| C48 | 153 | $132.94 | $1,595.32 |
| C49 | 153 | $132.94 | $1,595.32 |
| C50 | 153 | $132.94 | $1,595.32 |
| C51 | 153 | $132.94 | $1,595.32 |
| C52 | 153 | $132.94 | $1,595.32 |
| C53 | 153 | $132.94 | $1,595.32 |
| C54 | 153 | $132.94 | $1,595.32 |
| C55 | 153 | $132.94 | $1,595.32 |
| C56 | 153 | $132.94 | $1,595.32 |
| C57 | 153 | $132.94 | $1,595.32 |
| C58 | 153 | $132.94 | $1,595.32 |
| C59 | 153 | $132.94 | $1,595.32 |
| C60 | 153 | $132.94 | $1,595.32 |
| C61 | 153 | $132.94 | $1,595.32 |
| C62 | 153 | $132.94 | $1,595.32 |
| C63 | 153 | $132.94 | $1,595.32 |
| C64 | 153 | $132.94 | $1,595.32 |
| C65 | 153 | $132.94 | $1,595.32 |
| C66 | 153 | $132.94 | $1,595.32 |
| C67 | 153 | $132.94 | $1,595.32 |
| C68 | 153 | $132.94 | $1,595.32 |
| C69 | 153 | $132.94 | $1,595.32 |
| C70 | 153 | $132.94 | $1,595.32 |
| C71 | 153 | $132.94 | $1,595.32 |
| C72 | 153 | $132.94 | $1,595.32 |
| C73 | 153 | $132.94 | $1,595.32 |
| C74 | 153 | $132.94 | $1,595.32 |

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|---|---|---|---|
| C75 | 153 | $132.94 | $1,595.32 |
| C76 | 153 | $132.94 | $1,595.32 |
| C77 | 153 | $132.94 | $1,595.32 |
| C78 | 153 | $132.94 | $1,595.32 |
| C79 | 153 | $132.94 | $1,595.32 |
| **TOTAL** | **168,272** | **$156,129.22** | **$1,873,550.62** |

The estimated recorded assessed value for the building when completed at $20,679,728. Estimated tax obligations are set forth in Schedule A.

The basis for calculating the amount payable by units owners in the first year of condominium operation as set forth in schedule "A" is determined based upon the proportionate square foot of each unit relative to the total square footage. The tax assessment for each unit may be allocated on a basis that differs from the allocation of common interests. The figures given in Schedule A are only estimates.

The building will be seeking Industrial & Commercial Abatement Program ("ICAP") benefits. The ICAP Program abates the increase in real estate taxes due to new construction for eligible commercial buildings. Certain properties in eligible locations receive 13 year additional inflation protection on their assessment base. Buildings such as the Property contained less than 10% retail space in Queens County receive benefits based on a twenty-five year abatement schedule. The amount of the abatement is calculated by subtracting 115% of the initial tax from the post-completion tax. The initial tax is based on that charged before construction is complete. Assuming a twenty-five year abatement with inflation protection, taxes benefits is phased out incrementally in 10% increments in years 17 to 25. Inflation protection ceases after the 13th year after commencement of benefits. In order to preserve ICAP benefits Community Facility owners must file an "RPIE" report and a Certificate of Continuing Use with the New York City Department of Finance each year. For greater details, see section titled, *"Tax Exemption Benefits"*.

No tax certiorari proceedings are currently pending.

Section 5.11 of the By-Laws provides that the Board of Managers may act as an agent of each Unit Owner who has given his or her written authorization to complain or apply to the board of assessment review or the assessing agency by filing a single complaint on behalf of all such Unit Owners and to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and may charge all such Unit Owners a pro-rata share of expenses, disbursements and legal fees, for which charges the Board of Managers shall have a lien pursuant to the terms of these By-Laws.

It is a special risk that the condominium does not meet the requirement of Section 528 of the Internal Revenue Code. The condominium will not be a tax exempt organization under IRC Section 528. Assessments from Unit owners received by a Board of Managers of a Condominium will be taxable to the Condominium for Federal income tax purposes. For further discussion, see Section titled, *"Opinions of Counsel".*

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 ("New Law") went into effect. This New Law significantly changes the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. The New Law limits the amount of mortgage interest that a homeowner can deduct to $750,000 (or $375,000 in the case of married filing separately). For taxable years beginning after December 31, 2025, the cap goes back to $1,000,000. In order to qualify for the deduction under the New Law, the mortgage must have been incurred for the acquisition of the home; the New Law eliminates the deduction for interest arising from home equity indebtedness for taxable years beginning after December 31, 2017 and through December 31, 2025.

The New Law also limits the deduction that individuals can take for state and local taxes, including property taxes. As of January 1, 2018, the deduction for state and local taxes is capped at $10,000. This limit applies to any combination of property taxes income taxes and sales taxes.

**OPINIONS OF COUNSEL**

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**Tel.: (718) 575-3400**
Tberinato@verizon.net

July 17, 2023

Eastone Parsons Holding LLC
33-34 Prince Street
Flushing, NY 11354
Attn: Mr. Shun Qian Liu

Re: EASTONE PLAZA CONDOMINIUM
38-20 Parsons Boulevard
Flushing, NY 11354

Dear Mr. Liu:

I am counsel to the, Sponsor Eastone Parsons Holding LLC, in connection with the preparation and processing of its offering plan for the sale of the apartment units, ('units') in the building located at 38-20 Parsons Boulevard, Flushing, NY 11354 to be known as Eastone Plaza Condominium ("Condominium").

In so acting, we have examined the form of the Declaration of the Condominium, the By-Laws and all exhibits thereto contained in the offering plan for the Units, and such other documents as we have deemed appropriate.

Based upon such examination, I am of the opinion that:

1. The condominium regime, when created pursuant to the Declaration of Condominium, By-Laws and other related documents, will be validly formed and the provisions of the Declaration of Condominium and By-Laws will be legal and valid and the Condominium regime will comply with the rules against perpetuities and all other laws regarding the restrictions against alienation.

I have, in rendering this part of our opinion, relied upon (a) certain municipal, departmental and information search reports issued by Federal Standard Abstract as well as the opinion of Federal Standard Abstract that a valid condominium will be formed upon recordation of the floor plans, declarations and by-laws; and (b) the description of Property, dated April 6, 2024, prepared by Stephen B. Jacobs Group, PC.

2. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 ("New Law") went into effect. This New Law significantly changes the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. The New Law limits the amount of mortgage interest that a homeowner can deduct to $750,000 (or $375,000 in the case of married filing separately). For taxable years beginning after December 31, 2025, the cap goes back to $1,000,000. In order to qualify for the deduction under the New Law, the mortgage must have been incurred for the acquisition of the home; the New Law eliminates the deduction for interest arising from home equity indebtedness for taxable years beginning after December 31, 2017 and through December 31, 2025. The New Law also limits the deduction that individuals can take for state and local taxes, including property taxes. As of January 1, 2018. The deduction for state and local taxes is capped at $10,000. This limit applies to any combination of property taxes income taxes and sales taxes. Subject to these restrictions, each owner of a residential Unit will be entitled under present law to deduct for Federal and New York State income tax purposes the real estate taxes assessed against his Unit and paid by him and the amount paid by him on account of interest of any mortgage indebtedness covering such Unit provided such Unit is used by the owner thereof as a principal or second home (see Rev. Rul. 64-31, 1964-1 C.B. [Part 1] 300). No opinion is rendered as to the deductibility of real estate taxes and mortgage interest with respect to Units not used by the owner as a principal or second home. The owner of a residential Unit who is a veteran of the United States Armed Forces may be entitled to a veteran's exemption covering part of the real estate taxes otherwise assessed against his Unit. N.Y. Real Property Tax Law Section 458.

I am of the opinion that the building does not qualify for special tax treatment under Section 528 of the Internal Revenue Code. Under certain circumstances, assessments from Unit owners received by the Board of Managers of a Condominium will not be taxable to the Condominium for Federal income tax purposes if the Condominium elects special tax treatment under Section 528 of the Internal Revenue Code. To qualify (a) the Condominium has to be organized and operated to provide for the acquisition, construction, management, maintenance and care of the property; (b) at least 80% of the Condominium's annual gross income consists solely of membership dues, fees or assessments from Unit owners; (c) at least 90% of the Condominium's annual expenditures are for the acquisition, construction, management, maintenance and care of the Condominium property; (d) at least 80% of the total square footage of all Units are used by individuals for residential purposes; and (e) no part of the net earnings of the Condominium inures to the benefit of any Unit owner or other private individual.

The condominium does not meet these requirements; specifically the condominium contains in more than 15% commercial space and as such does not qualify under this section.

I am of the opinion that the Condominium's income will be taxable for Federal Income Tax purposes.

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 l986, 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 owners not to be or to cease to be entitled to the benefits or the level or duration of benefits described above).

Sincerely,

*Thomas E. Berinato*

THOMAS E. BERINATO

TEB/mh

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Tberinato@verizon.net

July 17, 2023

Eastone Parsons Holding LLC
33-34 Prince Street
Flushing, NY 11354
Attn: Mr. Shun Qian Liu

Re: EASTONE PLAZA CONDOMINIUM
38-20 Parsons Boulevard
Flushing, NY 11354

Dear Mr. Liu:

You have requested that I advise you with respect to the real estate taxes for the building once completed. I am attorney at law continuously licensed to practice in New York since 1982. I have been involved with hundreds of tax exemption applications and equal numbers of assessment review proceedings and some certiorari proceedings. I am familiar with assessment practices, procedures and policies in Queens County, where the building is located.

The building will be seeking Industrial & Commercial Abatement Program ("ICAP") benefits for the Community Facility space. The ICAP Program abates the increase in real estate taxes due to new construction for eligible commercial buildings. Certain properties in eligible locations receive 13-year additional inflation protection on their assessment base. Buildings such as the Property contained less than 10% retail space in Queens County receive benefits based on a twenty-five year abatement schedule. The amount of the abatement is calculated by subtracting 115% of the initial tax from the post-completion tax. The initial tax is based on that charged before construction is complete. Assuming a twenty-five year abatement with inflation protection, taxes benefits is phased out incrementally in 10% increments in years 17 to 25. Inflation protection ceases after the 13th year after commencement of benefits. In order to preserve ICAP benefits Community Facility owners must file an "RPIE" report and a Certificate of Continuing Use with the New York City Department of Finance each year. Sponsor has already submitted the preliminary ICAP application. The Final ICAP application will be submitted once the Temporary Certificate of Occupancy has been issued. For greater details, see section titled, *"Tax Exemption Benefits"*.

**Estimate of Real Estate Taxes**

Our estimate of the real property taxes for the residential units without any exemption as follows:

Real estate taxes for the units will be assessed by the New York City Department of Finance. The current tax rate for residential condominiums is 12.267%. In making our determination of the estimated taxes, we have reviewed similar residential condominium space constructed within the last 5 years in various location in Queens County. The information of other comparable condominiums is summarized below:

| Condominium | Unit | Sq. Foot | Assessed Value | Assessment Per Sq. Foot |
|---|---|---|---|---|
| **Union Turnpike Mansion** | #201N | 703 | $ 44,025 | $ 62.62 |
| 158-15 Union Tpke | #202N | 636 | $ 39,792 | $ 62.56 |
| Fresh Meadows, NY | #203N | 669 | $ 41,908 | $ 62.64 |
| **Grandview Condominium** | #2A | 894 | $ 78,745 | $ 88.08 |
| 145-38 34th Avenue | #3B | 764 | $ 67,556 | $ 88.42 |
| Flushing, NY | #4C | 826 | $ 72,721 | $ 88.04 |
| **Parsons Tower Condominium** | #2A | 761 | $77,958 | $102.44 |
| 42-29 Parsons Boulevard | #3B | 860 | $88,271 | $102.64 |
| Flushing, NY | #4C | 726 | $74,621 | $102.78 |

The above comparison of other similar residential condominium space constructed in the last 5 years in Queens County show an estimated average Assessed Value of $85 per square foot per year. In light of the above comparison, the Sponsor is estimating that once construction is completed, this condominium will be assessed at approximately $85 per square foot. This is a reasonable estimate for the projected Assessed Value of this condominium project after construction is complete as it is based upon similar residential condominium buildings in the Queens County, and with a Tax Rate of 12.267%, the estimated taxes can be obtained by multiplying the Assessed Value per Square Foot (AV/SF) by a Unit's square feet (SF), and then multiplying that value by the Tax Rate (T). An example of the estimated calculation for Unit 2A is as follows:

Estimated Taxes: (AV/SF) x (SF) x (T) =

$85/sq. ft x 818 Sq. Ft. x 12.267% = $8,529 (rounded to nearest dollar)

The tax liability from January 1, 2025 to December 31, 2025 is estimated at $1,873,550.62assuming that the condominium has no abatements. The tax rate used to calculate projected real estate taxes is 12.267%. The approximate date of completion for the building is January 1, 2025, and the date of reassessment is on or about January 15, 2025.

These tax assessment figures represent the total real estate taxes for the residential units plus parking units. A similar comparative analysis was done of community facility

condominium space constructed within the last 5 years in various location in Queens County. The information of other comparable community facility units is summarized below:

| Condominium | Unit | Sq. Foot | Assessed Value | Assessment Per Sq. Foot |
|---|---|---|---|---|
| **Union Turnpike Mansion** | A | 9,748 | $1,355,688 | $139.07 |
| 158-15 Union Tpke | B | 3,717 | $519,259 | $139.70 |
| Fresh Meadows, NY | C | 2,578 | $316,192 | $122.65 |
| **Crescent Condominium** | Com-C | 2,413 | $259,750 | $107.65 |
| 42-22 Crescent Street | Com-1 | 1,296 | $139,400 | $107.56 |
| Long Island City, NY 11101 | | | | |
| **Parsons Garden Condominium One** | CF1 | 1,814 | $278,759 | $153.67 |
| 153-53 77th Avenue | CF2 | 1,608 | $246,841 | $153.51 |
| Flushing, NY | | | | |

The above comparison of other similar community facility space constructed in the last 5 years in Queens County show an estimated average Assessed Value of $131.97 per square foot per year. It is estimated that once the construction of condominium is complete, the Community Facility Units will be assessed at approximately $132 per square foot. This is a reasonable estimate for the projected Assessed Value of this condominium project after construction is complete as it is based upon similar community facility space in similar condominium buildings in the Queens County, and with a Tax Rate of 10.646%, the estimated taxes can be obtained by multiplying the Assessed Value per Square Foot (AV/SF) by a Unit's square feet (SF), and then multiplying that value by the Tax Rate (T). An example of the estimated calculation for Unit CF1 is as follows:

Estimated Taxes: (AV/SF) x (SF) x (T) =

$132/sq. ft x 1,167 Sq. Ft. x 10.646% = $16,367 (rounded to nearest dollar)

The tax assessments shall be divided proportionally to each Unit's percent Common Elements. A table showing each units' proportionate tax liability is as follows:

**Sponsor is not attempting to qualify for the new 421-a(16) Affordable New York Housing Program. ("ANYH Program") Therefore, prospective purchasers should be aware that real estate taxes for the residential units will be higher than comparative buildings with such 421-a exemption benefits. PROSPECTIVE PURCHASERS WILL NOT BE ENTITLED TO A RIGHT OF RESCISSION DUE TO THE UNITS NOT HAVING 421-A EXEMPTION BENEFITS.**

These tax assessment figures represent the total real estate taxes for all units (ie. Residential and non-residential). The tax assessments shall be divided proportionally to each Unit's percent Common Elements. A table showing each units' proportionate tax liability is as follows:

| Unit | Approx. Sq. Ft. | Estimated Taxes | |
|---|---|---|---|
| | | Per Mo. | Per Yr. |
| CF1 | 1,167 | $1,366.63 | $16,399.52 |
| CF2 | 2,579 | $3,020.16 | $36,241.96 |
| CF3 | 1,677 | $1,963.87 | $23,566.41 |
| CF4 | 1,645 | $1,926.39 | $23,116.72 |
| CF5 | 1,692 | $1,981.43 | $23,777.20 |
| CF6 | 1,452 | $1,700.38 | $20,404.55 |
| CF7 | 1,522 | $1,782.35 | $21,388.24 |
| CF8 | 1563 | $1,830.37 | $21,964.40 |
| CF9 | 1412 | $1,653.54 | $19,842.44 |
| CF10 | 1537 | $1,799.92 | $21,599.03 |
| CF11 | 2588 | $3,030.70 | $36,368.44 |
| CF12 | 1427 | $1,671.10 | $20,053.23 |
| CF13 | 2044 | $2,393.65 | $28,723.76 |
| CF14 | 2137 | $2,502.56 | $30,030.66 |
| CF15 | 1976 | $2,314.01 | $27,768.17 |
| CF16 | 1241 | $1,453.29 | $17,439.43 |
| CF17 | 1251 | $1,465.00 | $17,579.95 |
| CF18 | 2096 | $2,454.54 | $29,454.50 |
| CF19 | 1811 | $2,120.79 | $25,449.48 |
| 201 | 741 | $643.86 | $7,726.37 |
| 202 | 792 | $688.18 | $8,258.14 |
| 203 | 792 | $688.18 | $8,258.14 |
| 204 | 497 | $431.85 | $5,182.19 |
| 205 | 524 | $455.31 | $5,463.72 |
| 206 | 497 | $431.85 | $5,182.19 |
| 207 | 480 | $417.08 | $5,004.94 |
| 208 | 540 | $469.21 | $5,630.55 |
| 209 | 783 | $680.36 | $8,164.30 |
| 210 | 499 | $433.59 | $5,203.05 |
| 211 | 500 | $434.46 | $5,213.48 |
| 212 | 433 | $376.24 | $4,514.87 |
| 213 | 942 | $818.52 | $9,822.19 |
| 214 | 509 | $442.28 | $5,307.32 |
| 215 | 551 | $478.77 | $5,745.25 |
| 216 | 542 | $470.95 | $5,651.41 |
| 217 | 785 | $682.10 | $8,185.16 |
| 218 | 548 | $476.16 | $5,713.97 |
| 219 | 548 | $476.16 | $5,713.97 |
| 220 | 529 | $459.65 | $5,515.86 |
| 221 | 365 | $317.15 | $3,805.84 |
| 222 | 522 | $453.57 | $5,442.87 |

| | | | |
|---|---|---|---|
| 223 | 522 | $453.57 | $5,442.87 |
| 224 | 519 | $450.97 | $5,411.59 |
| 225 | 785 | $682.10 | $8,185.16 |
| 226 | 679 | $589.99 | $7,079.90 |
| 227 | 675 | $586.52 | $7,038.19 |
| 228 | 673 | $584.78 | $7,017.34 |
| 229 | 568 | $493.54 | $5,922.51 |
| 230 | 822 | $714.25 | $8,570.95 |
| 231 | 909 | $789.84 | $9,478.10 |
| 232 | 861 | $748.13 | $8,977.60 |
| 301 | 741 | $643.86 | $7,726.37 |
| 302 | 792 | $688.18 | $8,258.14 |
| 303 | 792 | $688.18 | $8,258.14 |
| 304 | 497 | $431.85 | $5,182.19 |
| 305 | 524 | $455.31 | $5,463.72 |
| 306 | 497 | $431.85 | $5,182.19 |
| 307 | 480 | $417.08 | $5,004.94 |
| 308 | 540 | $469.21 | $5,630.55 |
| 309 | 783 | $680.36 | $8,164.30 |
| 310 | 499 | $433.59 | $5,203.05 |
| 311 | 500 | $434.46 | $5,213.48 |
| 312 | 433 | $376.24 | $4,514.87 |
| 313 | 942 | $818.52 | $9,822.19 |
| 314 | 509 | $442.28 | $5,307.32 |
| 315 | 551 | $478.77 | $5,745.25 |
| 316 | 542 | $470.95 | $5,651.41 |
| 317 | 785 | $682.10 | $8,185.16 |
| 318 | 548 | $476.16 | $5,713.97 |
| 319 | 548 | $476.16 | $5,713.97 |
| 320 | 529 | $459.65 | $5,515.86 |
| 321 | 365 | $317.15 | $3,805.84 |
| 322 | 522 | $453.57 | $5,442.87 |
| 323 | 522 | $453.57 | $5,442.87 |
| 324 | 519 | $450.97 | $5,411.59 |
| 325 | 785 | $682.10 | $8,185.16 |
| 326 | 679 | $589.99 | $7,079.90 |
| 327 | 675 | $586.52 | $7,038.19 |
| 328 | 673 | $584.78 | $7,017.34 |
| 329 | 568 | $493.54 | $5,922.51 |
| 330 | 822 | $714.25 | $8,570.95 |
| 331 | 906 | $787.23 | $9,446.82 |
| 332 | 871 | $756.82 | $9,081.87 |
| 333 | 543 | $471.82 | $5,661.83 |
| 401 | 741 | $643.86 | $7,726.37 |

| | | | |
|---|---|---|---|
| 402 | 792 | $688.18 | $8,258.14 |
| 403 | 792 | $688.18 | $8,258.14 |
| 404 | 497 | $431.85 | $5,182.19 |
| 405 | 524 | $455.31 | $5,463.72 |
| 406 | 497 | $431.85 | $5,182.19 |
| 407 | 480 | $417.08 | $5,004.94 |
| 408 | 540 | $469.21 | $5,630.55 |
| 409 | 783 | $680.36 | $8,164.30 |
| 410 | 499 | $433.59 | $5,203.05 |
| 411 | 500 | $434.46 | $5,213.48 |
| 412 | 433 | $376.24 | $4,514.87 |
| 413 | 942 | $818.52 | $9,822.19 |
| 414 | 509 | $442.28 | $5,307.32 |
| 415 | 551 | $478.77 | $5,745.25 |
| 416 | 542 | $470.95 | $5,651.41 |
| 417 | 785 | $682.10 | $8,185.16 |
| 418 | 548 | $476.16 | $5,713.97 |
| 419 | 548 | $476.16 | $5,713.97 |
| 420 | 529 | $459.65 | $5,515.86 |
| 421 | 365 | $317.15 | $3,805.84 |
| 422 | 522 | $453.57 | $5,442.87 |
| 423 | 522 | $453.57 | $5,442.87 |
| 424 | 519 | $450.97 | $5,411.59 |
| 425 | 785 | $682.10 | $8,185.16 |
| 426 | 679 | $589.99 | $7,079.90 |
| 427 | 675 | $586.52 | $7,038.19 |
| 428 | 673 | $584.78 | $7,017.34 |
| 429 | 568 | $493.54 | $5,922.51 |
| 430 | 822 | $714.25 | $8,570.95 |
| 431 | 906 | $787.23 | $9,446.82 |
| 432 | 871 | $756.82 | $9,081.87 |
| 433 | 543 | $471.82 | $5,661.83 |
| 501 | 741 | $643.86 | $7,726.37 |
| 502 | 792 | $688.18 | $8,258.14 |
| 503 | 792 | $688.18 | $8,258.14 |
| 504 | 497 | $431.85 | $5,182.19 |
| 505 | 524 | $455.31 | $5,463.72 |
| 506 | 497 | $431.85 | $5,182.19 |
| 507 | 480 | $417.08 | $5,004.94 |
| 508 | 540 | $469.21 | $5,630.55 |
| 509 | 783 | $680.36 | $8,164.30 |
| 510 | 499 | $433.59 | $5,203.05 |
| 511 | 500 | $434.46 | $5,213.48 |
| 512 | 433 | $376.24 | $4,514.87 |

| | | | |
|---|---|---|---|
| 513 | 942 | $818.52 | $9,822.19 |
| 514 | 509 | $442.28 | $5,307.32 |
| 515 | 551 | $478.77 | $5,745.25 |
| 516 | 542 | $470.95 | $5,651.41 |
| 517 | 785 | $682.10 | $8,185.16 |
| 518 | 548 | $476.16 | $5,713.97 |
| 519 | 548 | $476.16 | $5,713.97 |
| 520 | 529 | $459.65 | $5,515.86 |
| 521 | 365 | $317.15 | $3,805.84 |
| 522 | 522 | $453.57 | $5,442.87 |
| 523 | 522 | $453.57 | $5,442.87 |
| 524 | 519 | $450.97 | $5,411.59 |
| 525 | 785 | $682.10 | $8,185.16 |
| 526 | 679 | $589.99 | $7,079.90 |
| 527 | 666 | $578.70 | $6,944.35 |
| 528 | 888 | $771.59 | $9,259.13 |
| 529 | 956 | $830.68 | $9,968.16 |
| 530 | 894 | $776.81 | $9,321.69 |
| 601 | 741 | $643.86 | $7,726.37 |
| 602 | 792 | $688.18 | $8,258.14 |
| 603 | 792 | $688.18 | $8,258.14 |
| 604 | 497 | $431.85 | $5,182.19 |
| 605 | 524 | $455.31 | $5,463.72 |
| 606 | 373 | $324.10 | $3,889.25 |
| 607 | 734 | $637.78 | $7,653.38 |
| 608 | 751 | $652.55 | $7,830.64 |
| 609 | 468 | $406.65 | $4,879.81 |
| 610 | 433 | $376.24 | $4,514.87 |
| 611 | 942 | $818.52 | $9,822.19 |
| 612 | 509 | $442.28 | $5,307.32 |
| 613 | 551 | $478.77 | $5,745.25 |
| 614 | 542 | $470.95 | $5,651.41 |
| 615 | 785 | $682.10 | $8,185.16 |
| 616 | 548 | $476.16 | $5,713.97 |
| 617 | 548 | $476.16 | $5,713.97 |
| 618 | 892 | $775.07 | $9,300.84 |
| 619 | 522 | $453.57 | $5,442.87 |
| 620 | 522 | $453.57 | $5,442.87 |
| 621 | 519 | $450.97 | $5,411.59 |
| 622 | 785 | $682.10 | $8,185.16 |
| 623 | 679 | $589.99 | $7,079.90 |
| 624 | 675 | $586.52 | $7,038.19 |
| 625 | 882 | $766.38 | $9,196.57 |
| 626 | 947 | $822.86 | $9,874.32 |

| | | | |
|---|---|---|---|
| 701 | 741 | $643.86 | $7,726.37 |
| 702 | 792 | $688.18 | $8,258.14 |
| 703 | 792 | $688.18 | $8,258.14 |
| 704 | 497 | $431.85 | $5,182.19 |
| 705 | 524 | $455.31 | $5,463.72 |
| 706 | 373 | $324.10 | $3,889.25 |
| 707 | 758 | $658.64 | $7,903.63 |
| 708 | 774 | $672.54 | $8,070.46 |
| 709 | 468 | $406.65 | $4,879.81 |
| 710 | 433 | $376.24 | $4,514.87 |
| 711 | 819 | $711.64 | $8,539.67 |
| 712 | 806 | $700.34 | $8,404.12 |
| 713 | 817 | $709.90 | $8,518.82 |
| 714 | 809 | $702.95 | $8,435.40 |
| 715 | 536 | $465.74 | $5,588.85 |
| 716 | 807 | $701.21 | $8,414.55 |
| 717 | 808 | $702.08 | $8,424.98 |
| 718 | 817 | $709.90 | $8,518.82 |
| 719 | 1,015 | $881.95 | $10,583.35 |
| 720 | 907 | $788.10 | $9,457.24 |
| 721 | 923 | $802.01 | $9,624.07 |
| SC1 | 153 | $132.94 | $1,595.32 |
| SC2 | 153 | $132.94 | $1,595.32 |
| SC3 | 153 | $132.94 | $1,595.32 |
| SC4 | 153 | $132.94 | $1,595.32 |
| SC5 | 153 | $132.94 | $1,595.32 |
| SC6 | 153 | $132.94 | $1,595.32 |
| SC7 | 153 | $132.94 | $1,595.32 |
| SC8 | 153 | $132.94 | $1,595.32 |
| SC8 | 153 | $132.94 | $1,595.32 |
| SC10 | 153 | $132.94 | $1,595.32 |
| SC11 | 153 | $132.94 | $1,595.32 |
| SC12 | 153 | $132.94 | $1,595.32 |
| SC13 | 153 | $132.94 | $1,595.32 |
| SC14 | 153 | $132.94 | $1,595.32 |
| SC15 | 153 | $132.94 | $1,595.32 |
| SC16 | 153 | $132.94 | $1,595.32 |
| SC17 | 153 | $132.94 | $1,595.32 |
| SC18 | 153 | $132.94 | $1,595.32 |
| SC19 | 153 | $132.94 | $1,595.32 |
| SC20 | 153 | $132.94 | $1,595.32 |
| SC21 | 153 | $132.94 | $1,595.32 |
| SC22 | 153 | $132.94 | $1,595.32 |
| SC23 | 153 | $132.94 | $1,595.32 |

| | | | |
|---|---|---|---|
| SC24 | 153 | $132.94 | $1,595.32 |
| SC25 | 153 | $132.94 | $1,595.32 |
| SC26 | 153 | $132.94 | $1,595.32 |
| SC27 | 153 | $132.94 | $1,595.32 |
| SC28 | 153 | $132.94 | $1,595.32 |
| SC29 | 153 | $132.94 | $1,595.32 |
| SC30 | 153 | $132.94 | $1,595.32 |
| SC31 | 153 | $132.94 | $1,595.32 |
| SC32 | 153 | $132.94 | $1,595.32 |
| SC33 | 153 | $132.94 | $1,595.32 |
| SC34 | 153 | $132.94 | $1,595.32 |
| SC35 | 153 | $132.94 | $1,595.32 |
| SC36 | 153 | $132.94 | $1,595.32 |
| SC37 | 153 | $132.94 | $1,595.32 |
| SC38 | 153 | $132.94 | $1,595.32 |
| SC39 | 153 | $132.94 | $1,595.32 |
| SC40 | 153 | $132.94 | $1,595.32 |
| SC41 | 153 | $132.94 | $1,595.32 |
| SC42 | 153 | $132.94 | $1,595.32 |
| SC43 | 153 | $132.94 | $1,595.32 |
| SC44 | 153 | $132.94 | $1,595.32 |
| SC45 | 153 | $132.94 | $1,595.32 |
| SC46 | 153 | $132.94 | $1,595.32 |
| SC47 | 153 | $132.94 | $1,595.32 |
| SC48 | 153 | $132.94 | $1,595.32 |
| SC49 | 153 | $132.94 | $1,595.32 |
| SC50 | 153 | $132.94 | $1,595.32 |
| SC51 | 153 | $132.94 | $1,595.32 |
| SC52 | 153 | $132.94 | $1,595.32 |
| SC53 | 153 | $132.94 | $1,595.32 |
| SC54 | 153 | $132.94 | $1,595.32 |
| SC55 | 153 | $132.94 | $1,595.32 |
| SC56 | 153 | $132.94 | $1,595.32 |
| SC57 | 153 | $132.94 | $1,595.32 |
| SC58 | 153 | $132.94 | $1,595.32 |
| SC59 | 153 | $132.94 | $1,595.32 |
| SC60 | 153 | $132.94 | $1,595.32 |
| SC61 | 153 | $132.94 | $1,595.32 |
| SC62 | 153 | $132.94 | $1,595.32 |
| SC63 | 153 | $132.94 | $1,595.32 |
| SC64 | 153 | $132.94 | $1,595.32 |
| SC65 | 153 | $132.94 | $1,595.32 |
| SC66 | 153 | $132.94 | $1,595.32 |
| SC67 | 153 | $132.94 | $1,595.32 |

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|---|---|---|---|
| SC68 | 153 | $132.94 | $1,595.32 |
| SC69 | 153 | $132.94 | $1,595.32 |
| SC70 | 153 | $132.94 | $1,595.32 |
| SC71 | 153 | $132.94 | $1,595.32 |
| SC72 | 153 | $132.94 | $1,595.32 |
| SC73 | 153 | $132.94 | $1,595.32 |
| SC74 | 153 | $132.94 | $1,595.32 |
| SC75 | 153 | $132.94 | $1,595.32 |
| C1 | 153 | $132.94 | $1,595.32 |
| C2 | 153 | $132.94 | $1,595.32 |
| C3 | 153 | $132.94 | $1,595.32 |
| C4 | 153 | $132.94 | $1,595.32 |
| C5 | 153 | $132.94 | $1,595.32 |
| C6 | 153 | $132.94 | $1,595.32 |
| C7 | 153 | $132.94 | $1,595.32 |
| C8 | 153 | $132.94 | $1,595.32 |
| C9 | 153 | $132.94 | $1,595.32 |
| C10 | 153 | $132.94 | $1,595.32 |
| C11 | 153 | $132.94 | $1,595.32 |
| C12 | 153 | $132.94 | $1,595.32 |
| C13 | 153 | $132.94 | $1,595.32 |
| C14 | 153 | $132.94 | $1,595.32 |
| C15 | 153 | $132.94 | $1,595.32 |
| C16 | 153 | $132.94 | $1,595.32 |
| C17 | 153 | $132.94 | $1,595.32 |
| C18 | 153 | $132.94 | $1,595.32 |
| C19 | 153 | $132.94 | $1,595.32 |
| C20 | 153 | $132.94 | $1,595.32 |
| C21 | 153 | $132.94 | $1,595.32 |
| C22 | 153 | $132.94 | $1,595.32 |
| C23 | 153 | $132.94 | $1,595.32 |
| C24 | 153 | $132.94 | $1,595.32 |
| C25 | 153 | $132.94 | $1,595.32 |
| C26 | 153 | $132.94 | $1,595.32 |
| C27 | 153 | $132.94 | $1,595.32 |
| C28 | 153 | $132.94 | $1,595.32 |
| C29 | 153 | $132.94 | $1,595.32 |
| C30 | 153 | $132.94 | $1,595.32 |
| C31 | 153 | $132.94 | $1,595.32 |
| C32 | 153 | $132.94 | $1,595.32 |
| C33 | 153 | $132.94 | $1,595.32 |
| C34 | 153 | $132.94 | $1,595.32 |
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| C37 | 153 | $132.94 | $1,595.32 |
| C38 | 153 | $132.94 | $1,595.32 |
| C39 | 153 | $132.94 | $1,595.32 |
| C40 | 153 | $132.94 | $1,595.32 |
| C41 | 153 | $132.94 | $1,595.32 |
| C42 | 153 | $132.94 | $1,595.32 |
| C43 | 153 | $132.94 | $1,595.32 |
| C44 | 153 | $132.94 | $1,595.32 |
| C45 | 153 | $132.94 | $1,595.32 |
| C46 | 153 | $132.94 | $1,595.32 |
| C47 | 153 | $132.94 | $1,595.32 |
| C48 | 153 | $132.94 | $1,595.32 |
| C49 | 153 | $132.94 | $1,595.32 |
| C50 | 153 | $132.94 | $1,595.32 |
| C51 | 153 | $132.94 | $1,595.32 |
| C52 | 153 | $132.94 | $1,595.32 |
| C53 | 153 | $132.94 | $1,595.32 |
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| C57 | 153 | $132.94 | $1,595.32 |
| C58 | 153 | $132.94 | $1,595.32 |
| C59 | 153 | $132.94 | $1,595.32 |
| C60 | 153 | $132.94 | $1,595.32 |
| C61 | 153 | $132.94 | $1,595.32 |
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| C64 | 153 | $132.94 | $1,595.32 |
| C65 | 153 | $132.94 | $1,595.32 |
| C66 | 153 | $132.94 | $1,595.32 |
| C67 | 153 | $132.94 | $1,595.32 |
| C68 | 153 | $132.94 | $1,595.32 |
| C69 | 153 | $132.94 | $1,595.32 |
| C70 | 153 | $132.94 | $1,595.32 |
| C71 | 153 | $132.94 | $1,595.32 |
| C72 | 153 | $132.94 | $1,595.32 |
| C73 | 153 | $132.94 | $1,595.32 |
| C74 | 153 | $132.94 | $1,595.32 |
| C75 | 153 | $132.94 | $1,595.32 |
| C76 | 153 | $132.94 | $1,595.32 |
| C77 | 153 | $132.94 | $1,595.32 |
| C78 | 153 | $132.94 | $1,595.32 |
| C79 | 153 | $132.94 | $1,595.32 |
| **TOTAL** | **168,272** | **$156,129.22** | **$1,873,550.62** |

I consent to the inclusion of this letter in the offering plan. In no event will my firm, the sponsor, the condominium or any other person be liable if the assessed valuation made is lesser or greater than predicted.

The percentage interest of each Unit in the common elements shown in Schedule "A" of the Offering Plan is assigned in the approximate proportion that the floor are of the Unit at the date of the Declaration bears to the aggregate floor areas of all Units. In my Opinion, this method of assigning the percentage of common interest to each Unit is in compliance with Real Property Law Section 339-i.(1)(iv). This opinion is based on other expert factual determinations as required by Section 20.1(i) of Part 20 of the regulations regarding Vacant, Newly Constructed and Non-Residential condominiums issued by the Attorney General. (See my letter of dated July 17, 2023 at p50 herein).

Very truly yours,

*Thomas E. Berinato*

Thomas E. Berinato

## RESERVE FUND:

This Offering Plan makes provision for a $77,400 reserve fund. This is intended to bring the building into compliance with customary standards of most lenders. This fund is intended to be used only for capital repairs and replacements when needed. The reserve fund cannot be used to reduce projected common charges. There is no representation or guaranty that the fund will be adequate to make all capital replacements that may be necessary. Should the condominium require additional funds, it would have to raise common charges, levy a special assessment or borrow money.

The Sponsor and Purchasers contribute to the Reserve Fund each month starting at the time of the first unit closing. The Funds become available to the Condominium each month at a rate of $833.33 per month. Because the Reserve Fund is part of the Common Charges, it is contributed in accordance with the parties' respective ownership and common interests.

## WORKING CAPITAL FUND:

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay the sum of $1,000 to the Board of Managers for its working capital (the Working Capital Fund). Adjustments for prepaid expenses between the Sponsor and the board of managers may be deducted only from the working capital fund. The approximate amount of such adjustment is $1,500 or about one half of one month's common charges. The net adjustments for prepaid expenses, if in favor of the sponsor, are to be paid by deduction of the prepaid amount from the working capital fund. There will be a minimum working capital fund of $1,500 regardless of the amount of adjustments. If the full amount of the adjustment due to the Sponsor would decrease the working capital fund below $1,500, then to the extent the adjustment would reduce the working capital fund below $1,500, the adjustment will be paid when funds become available in working capital and a promissory note will be signed evidencing this adjustment amount. If the Condominium fails to pay off the promissory note by the 1st anniversary of the 1st Closing, any unpaid amount shall be waived. If it is not paid off from the working capital, any amount in excess of the Working Capital is waived. Sponsor's right to these adjustments is limited to the amount in the Working Capital.

The promissory note shall be paid by applying the $1,000 paid by each Purchaser, at the closing of title to each respective Unit, as a contribution to working capital. In the event that the funds in the working capital fund are not sufficient to satisfy the promissory note, then the Condominium shall pay the promissory note in full no later than the first anniversary of the First Unit Closing. If the Condominium fails to pay off the promissory note by the 1st anniversary of the 1st Closing, any amount not paid is waived. If it is not paid by utilization of the working capital, the expenses will be waived.

If the result of the Closing adjustments is a net credit in favor of the Condominium, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board of Managers in its sole discretion.

For such period as Sponsor retains control of the Board of Managers, the Working Capital Fund shall not be used to reduce estimated Common Charges.

If the Condominium requires financing for need Capital Improvement, such as renewal or replacement of building components or systems, to remedy major building defects, it has two options. One option would be to make an assessment of all Unit Owners in proportion to Common Elements. Another option would be for the Board to apply for an unsecured loan from a bank or other lender. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

## MANAGEMENT AGREEMENT

At or prior to the First Unit Closing, CLS Professional Inc., shall undertake to manage the building for a minimum of one year at a fee of $72,000 per year.

The obligation will be for a term of two (2) year. During that year, CLS Professional Inc. shall be responsible for managing the Condominium for a fee. After the first year and after Sponsor gives up control of the Board, the board may, if it elects, retain the services of a management company and pay that management company. The fees charged by the Managing Agent are comparable to those charged for similar buildings.

During the initial Sponsor control period (two years, or until Sponsor sells units constituting more than 50% of the Common Interest, whichever is sooner) Sponsor could effectively prevent the hiring of a managing agent because of Sponsor's control of the Board.

The services to be performed by the managing agent include bookkeeping, payroll and collection of common charges, supervision of the building super and preventative maintenance.

After one year and after Sponsor gives up control of the Board, the Board may cancel the agreement with the Sponsor, with or without cause.

The Board of Managers under the terms of the Sponsor's management obligation must indemnify and hold the sponsor harmless against liability for acts properly performed by it under the management obligation.

The management agreement is not assignable without written permission from the Condominium Board of Managers.

## IDENTITY OF PARTIES

1. Sponsor.

The Sponsor EASTONE PARSONS HOLDING LLC is a New York Limited Liability Company with an address of 33-34 Prince Street, Flushing, NY 11354. There are four members of Sponsor: Shun Qian Liu, who is an active real estate developer with offices at XXXXXXXXX XXXXXXXXXXXXXXX; Yong Qiu who is employed as a Developer and resides at XXXXXXXXXXXXXXXXXXXXXXX and, Binbin Huang who is employed as a Project Manager and who resides at XXXXXXXXXXXXXXXXXXXXX, and Yi Hua Chen who is employed as Vice President of 3T Construction, Inc. and resides at XXXXXXXXXXXXXX.

The Sponsor, over the past ten years, have developed the building and Condominium Offering Plans set forth below, and has extensive knowledge in the development, construction, management and sale of condominiums.

| FILE NO. | NAME | PARTIES INVOLVED |
|---|---|---|
| CD17-0187 | Rego Park Plaza Condominium | Shun Qian Liu |
| CD19-0005 | The LIC Manor Condominium | Shun Qian Liu |
| CD19-0231 | The Millo Condominium | Shun Qian Liu |
| CD18-0332 | Rego Parc Condominium | Yong Qiu |

No principal has any prior felony or other convictions, bankruptcies, judgments, or injunctions against them of any kind. None of the four principals have taken part in any real estate syndications of securities consisting of participation interest or investments in real estate, including limited partnership interest, or private or public offerings of co-operative interest in realty, including condominiums in or from New York at any time except as set forth above.

The Sponsor's principals have no relationship to the architect or the attorney for the Sponsor other than with respect to this offering, and except that the attorney has represented these principals with respect to other offerings. All of the units in Flushing Manor Condominium (CD08-0567) have been sold, and that the Sponsor still owns slightly more than 10% of the Union Turnpike Mansion (CD17-0125), and has sold all of the units in Parsons Garden Condominium One and Two (CD-20-0138 and CD20-0157).

2. Architect.

The architect is Stephen B. Jacobs Group, PC. Stephen B. Jacobs Group, PC is a registered architect in the State of New York. There is no other relationship between Stephen B. Jacobs Group, PC and the Sponsors, except that Stephen B. Jacobs Group, PC has acted in the capacity of architect for other projects for the principals of the sponsor. Stephen B. Jacobs Group, PC has over 20 years of experience in the design and construction of multifamily residential buildings in Manhattan, Brooklyn and Queens.

3. Managing Agent.

The Managing Agent is the CLS Professional Inc. with offices at 41-40 Union Street, Suite 2W, Flushing, NY 11355. The Managing Agent is Vincent Lo. The fees charged by the Managing Agent are comparable to those charged for similar buildings. Mr. Lo has been involved in the management of buildings in the New York area for over 5 years. Other properties managed by the principals of Sponsor is as follows:

East West Tower Condominium (103 Units)
Britton Condominium (89 Units)
Woodhaven Tower (48 Units)
College Tower Condominium (48 Units)

The principals of the Managing Agent have no prior felony convictions.

4. Counsel

Sponsor has retained the law firm of Thomas E. Berinato, with offices at 123-40 83rd Avenue, Kew Gardens, New York 11415, to represent it in connection with the Offering Plan. Mr. Berinato prepared Parts I and II of this Offering Plan, together with the Declaration, the By-Laws, and the forms of Purchase Agreement, Unit Owner's Power of Attorney and Condominium Unit Deed contained in Part II of this Offering Plan. Mr. Berinato's fee is being paid by Sponsor.

5. Selling Agent

The Selling Agent is the Sponsor. The information about the Sponsor's principals is stated above. The Sponsor's principals have no prior experience as Selling Agents.

## REPORT TO UNIT OWNERS

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board of Managers to all Unit Owners within four months after the end of each fiscal year of the Condominium. While the Sponsor is in control of the Board, the financial statement must be certified.

Written notice of each annual or special meeting of Unit Owners shall be given to all Unit Owners who are then the record owners entitled to vote or designate members of the Board of Managers at such meeting. Such notice shall set forth the purpose, time and place of such meeting and may be given to any Unit Owner by personal delivery, mail or telegram not later than ten (10) business days prior to the day fixed for the meeting. If the business to be conducted at the meeting shall include the consideration of a proposed amendment to the Declaration or the By-Laws, the notice shall be mailed to all Unit Owners at least thirty (30) days prior to the day fixed for the meeting and shall be accompanied by a copy of the text of such proposed amendment.

The books of account and record of the Condominium may be examined by Unit Owners during regular business hours. True copies of the Floor Plans, the Declarations, the By-Laws and the Rules and Regulations shall be kept on file in the office of the Board of Managers and shall be available for inspection during regular business hours by persons having an interest therein.

A copy of the proposed annual budget of the condominium shall be given annually by the Board of Managers to all unit owners within fifteen days prior to the date set for its adoption. While the Sponsor is in control of the Board of Managers, such budget shall be certified in compliance with 13 New York Code Rules and Regulations Part 20.4 of the Rules governing Newly Constructed, Vacant or Nonresidential Condominium.

## DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Offering Plan, and all Exhibits submitted to the Department of Law in connection with the filing of the Offering Plan on file and available for inspection without charge at the office of the Managing Agent for a period of six years from the date of the first closing. Sponsor shall deliver to the Board of Managers of all documents filed with the appropriate recording office at the time of closing to the first unit.

**SPONSOR'S STATEMENT**
**OF BUILDING CONDITION PURSUANT TO**
**SECTION 13 N.Y.C.R.R. PART 20.3(gg)**

New York State Department of Law
Real Estate Financing Bureau
28 Liberty Street
New York, NY 10005

RE: EASTONE PLAZA CONDOMINIUM
38-20 Parsons Boulevard
Flushing, NY 11354

The Sponsor adopts the Description of Property and Building Condition contained in Part II of the Offering Plan. The Sponsor represents that it has no knowledge of any material defects or need for major repairs to the Property, except as set forth in the Description of Property and Building condition.

The contemplated construction to the Property, as well as the time table for completion of the construction, are described in the Description of Property and Building Condition contained in Part II of the Offering Plan.

As stated in the Description of Property and Building condition, the number of units offered will be identical to the number of units indicated in the Certificate of Occupancy. All property interest offered, including basement facilities for storage are provided for in the Certificate of Occupancy.

Reference is made to the Official Inspection Reports reflecting upon the condition of the premises, such as notices of building code violations. All existing notices of building code violations are reproduced herein in Part II of the Plan. Sponsor shall remove and correct all such notices at or prior to the issuance of a new Certificate of Occupancy for the Property.

## GENERAL

1. There are no lawsuits or other legal proceedings pending which could materially affect this Offering, the Purchasers of Units, the Property, Sponsor's capacity to perform all its obligations under the Offering Plan, the Condominium or the operation thereof.

2. To the best of Sponsor's knowledge, the Property has not been the subject of any prior public offering.

3. The Sponsor represents that the sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

4. The Sponsor has not entered into any contracts or oral agreements and has not accepted any deposits, advances of funds as of the date the plan is accepted for filing by the Department of Law.

5. Sponsor represents that all units offered in the plan are vacant.

6. A Purchaser who is not in default under the Purchase Agreement shall be afforded a right of rescission if there is an amendment to the Offering Plan that adversely affects such Purchaser. Such right of rescission must be exercised by written notice within fifteen (15) days after receipt of the amendment. Sponsor will return the down payment promptly to any Purchaser entitled to rescind who exercises such right in accordance herewith. Changes in purchase prices for Units or an increase in the Total Projected Budget by less than 25% shall not be deemed substantial adverse amendments.

7. Sponsor will comply with the smoke and carbon monoxide detector laws.

8. This Offering Plan may not be changed or modified orally.

Dated: Kew Gardens, New York
EASTONE PARSONS HOLDING LLC
Sponsor

# PART TWO

**EASTONE PLAZA CONDOMINIUM**
**PURCHASE AGREEMENT UNIT_____**

**AGREEMENT** made as of _____, 202__, between EASTONE PARSONS HOLDING LLC having offices at 33-34 Prince Street, Flushing, NY 11354 (Sponsor-Seller) and _____ having an address at _____ ("Purchaser").

*W I T N E S S E T H*

1. **Purchase Price**

1.1 The Purchase price ("Purchase Price") is $ _____.

(a) $ _____, constituting a down payment towards the Purchase Price on the signing of this Agreement by check (subject to collection), receipt of which is hereby acknowledged; and

(b) $ _____, constituting the balance of the Purchase price, in cash or good certified check of Purchaser or official bank check, on the delivery of the deed as hereinafter provided (subject to the provisions of subsection 1.2 hereof).

1.2 All checks shall be drawn on a New York bank or trust company, which is a member of the New York Clearing House Association. All checks in payment of the portion of the Purchase Price referred to in subsection 1.1 (a) hereof shall be made payable to the order of "THOMAS E. BERINATO, ESQ., Escrow Account for EASTONE PLAZA CONDOMINIUM " and all checks in payment of the portion of the Purchase Price referred to in subsection 1.1(b) hereof shall be made payable to the direct order of the Sponsor.

1.3 Any portion of the Purchase Price to be loaned by a bank, trust company or other lending institution may be paid on the Closing Date (as hereinafter defined), provided the Sponsor shall have been furnished with a copy of a written mortgage loan commitment accepted by Purchaser from such bank, trust company or other lending institution for such portion of the Purchase Price as is being borrowed, on or before the date such portion of the Purchase Price would otherwise have been due under subsection 1.1 hereof.

2. **The Offering Plan.** Purchaser acknowledges having received and read a copy of the Offering Plan for Condominium ownership of the premises located at 38-20 Parsons Boulevard, Flushing, NY 11354 and all amendments thereto filed with the Department of Law of the State of New York (hereinafter collectively referred to as the "Plan") within a 72 hour period immediately preceding the execution of this Agreement by Purchaser. The Plan is incorporated hereby by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern.

3. **Smoking Policy**:

Smoking is not permitted anywhere in the building (except inside units) including common areas. Smoking is permitted inside units. Smoking is not permitted on balconies, terraces or areas that are appurtenant to units/outdoor limited common elements. The smoking policy is intended to be the same as the policies set forth in the Smoke Free Air Act. NYC Administrative Code § 17-505. ("SFAA"). SFAA does not prohibit smoking in private units or apartments or other private residences (except in areas where child day care centers or health care facilities operate and are open or employees are working).

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

5. **Architectural Plan.** Purchaser has been given an opportunity to examine the architectural plans and specifications for the above-numbered Unit and for the building in which it is located ("the Building"), prepared by STEPHEN B. JACOBS GROUP, PC ("the Architect").

6. **Construction.** The construction of the building and Unit and the materials, equipment and fixtures installed therein shall be substantially in accordance with the plan and the Architectural Plans and specifications as said plans and specifications are modified or amended as provided in the plan. The issuance of a final certificate of occupancy for entire Building shall be deemed presumptive evidence that the Building has been fully completed in accordance with the plans and specifications. The Sponsor's obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

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

8. **Closing.** The closing of title shall take place on no less than thirty days' written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the ("Closing Date") to be specified by Seller. Such date shall be no earlier than 30 days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Seller shall agree on an earlier Closing Date). The closing of title may be adjourned to such later date as the parties may agree upon in writing, or otherwise as set forth in the following paragraph, and such adjourned date shall then be deemed the Closing Date hereunder. Purchaser shall be entitled to one reasonable adjournment of up to fifteen days, on five days written notice by Purchaser to Sponsor. The Seller may be entitled to reasonable adjournments in the closing of title in the event of delays by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon, or other requirements.

9. **Delivery of the Deed and Power of Attorney to the Condominium Board.**

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

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

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

10. **Marketable Title.** At the closing of title, Sponsor shall convey to Purchaser good and marketable title in fee simple, free and clear of all encumbrances other than those set forth in the Plan at entitled “Terms of Sale” and mortgages, if any, covering the Unit, which Purchaser assumes. Any encumbrances to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered to the proper party together with the recording or filing fees or (b) any reputable title company will insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

11. **Expenses of closing and closing Adjustments.** Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Closing Costs and Adjustments", including New York State and City Real Property transfer taxes and the amount of any credit for mortgage recording tax as set forth in such Section. Purchaser shall make the contribution to the working capital of the Condominium referred to in such Section. Real estate taxes and common charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by certified check or bank check. Recording charges, fees and taxes, as set forth in the Plan, are based on the rates in effect on the date of the Plan and are subject to change without notice.

12. **Escrow of Deposits.** The Seller will hold all monies received directly or through its agents or employees hereunder in trust until the closing of title to a Unit pursuant to the terms of this Purchase Agreement or the Offering Plan in a special account titled "THOMAS E. BERINATO, ESQ., Escrow Agent for EASTONE PLAZA CONDOMINIUM" or similar name in JP Morgan Chase Bank, 81-35 Lefferts Blvd., Kew Gardens, NY 11415. The signature of THOMAS E. BERINATO, ESQ., attorney for Sponsor, shall be required to withdraw such funds. The Funds existing in the Trust Account will be payable to the Seller after the closing of title to the Unit covered by this purchase agreement. In the event of default by the Purchaser under this Purchase Agreement, which default continues for thirty (30) days after notice of such default from

Seller to the Purchaser, the down payment (to a maximum of 10%) plus the actual cost of any special work ordered, will be released to the Seller from such account as liquidated damages and thereafter neither party shall have any rights or obligations against the other. Escrow Attorney's office is located at 123-40 83rd Avenue, Suite 1D, Kew Gardens, NY.

In the event the Seller cannot convey title to the Unit, all monies advanced by the Purchaser hereunder shall be returned to the Purchaser. The Seller will not record the Declaration until it has Purchase Agreements for at least 15% of all the Units. If the Seller does not record the Declaration and abandons the Offering Plan, all monies advanced by the Purchaser will be returned promptly thereafter with interest, if any. If the offering plan is to be abandoned after filing and the sponsor has accepted purchase agreements, the sponsor shall promptly submit an amendment to the Office of the Attorney General together with form RS-3 as promulgated by the Office of the Attorney General. If payments under purchase agreements have been received, the amount of such funds and the manner and time when these funds will be returned to purchasers must be disclosed. The funds must be returned within five (5) days after the amendment abandoning the plan has been accepted for filing.

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

14. **Agreement Subject to Mortgage.** No encumbrances shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of his other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration and the Unit is released from the lien of such mortgage. Purchaser may make his obligations under the Agreement contingent upon obtaining a mortgage loan by executing the Mortgage Addendum to Purchase Agreement attached hereto and compliance with the terms therein. In the event Purchaser does not comply with the terms set forth in the Mortgage Addendum to Purchase Agreement, Seller shall be entitled to declare this Agreement in default and retain the Down Payment and interest as liquidated and agreed upon damages. Should Purchaser comply with the terms set forth in the Mortgage Addendum to Purchase Agreement and fail to obtain a mortgage loan, Seller shall return the Down Payment and interest, if any, to Purchaser and thereafter the parties shall be released from any obligation under this agreement.

**15. Agreement Subject to Plan Becoming Effective; Seller's Right to Cancel.**

This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior to its being declared effective and shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective, this Purchase Agreement shall be deemed canceled. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth herein or in the Plan for any reason other than Purchaser's default, then, at Purchaser's option upon thirty days' prior written notice, this Purchase Agreement shall be deemed canceled. If this Purchase Agreement is canceled pursuant to the provisions of this paragraph, then not later than five days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereof, if any, and upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations hereunder.

16. **Default by Purchaser.** In the event Purchaser shall fail to make any payment on the date hereinbefore provided or on such later date as the parties hereto shall agree upon, shall fail to close title on the closing date, or shall fail to perform any of the purchaser's other obligations hereunder, Sponsor may send notice to Purchaser of Sponsor's intention to cancel this Agreement if such default shall not be cured within thirty days thereafter. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN THE SAID THIRTY-DAY PERIOD. If within said thirty day period Purchaser shall fail to cure such default, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser sent within 30 days after the sending of the said notice of intention to cancel, and thereupon this agreement shall be deemed canceled. In the event that Sponsor shall elect to cancel this Agreement, Sponsor shall certify to its attorney, Thomas E. Berinato, Esq., that Purchaser has defaulted and that Sponsor has elected to cancel this Agreement by reason thereof. If, within three days after the sending of notice of cancellation, Purchaser shall have failed to object thereto by Notice to Thomas E. Berinato, Esq. , 123-40 83rd Avenue, Suite 1D, Kew Gardens, N.Y. 11415 by certified mail, return receipt requested, all payments made by Purchaser pursuant to this Agreement, together with all other sums theretofore paid by Purchaser hereunder, shall be retained by Sponsor as liquidated damages. In no event shall liquidated damages exceed 10% of the purchase price plus the cost of any special work ordered. If this Agreement shall be canceled by Sponsor pursuant to the provisions of this Paragraph, Sponsor may sell the Unit to any third party and Sponsor shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. If Purchaser shall have objected to Sponsor's Notice of cancellation within the aforesaid three day period, Sponsor will retain all payments made by Purchaser pursuant to this Agreement until the dispute is resolved, but Sponsor shall nevertheless have the right to sell the Unit to any third party without any obligation to account to Purchaser for any part of the proceeds of such sale. Thomas E. Berinato, Esq. may rely on the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same. In the event of Purchaser's default, no funds will be released to Seller without the signature of Seller's attorney, Thomas E. Berinato, 123-40 83rd Avenue, Suite 1D, Kew Gardens, N.Y. 11415.

17. **Possession of Unit Prior to Closing.** It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Agreement, and should the Purchaser

violate this provision, the Purchaser consents that the Seller shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Sponsor, and if the Sponsor so elects, the Sponsor may cancel this Agreement and the amount deposited hereunder shall belong to the Sponsor as liquidated damages deemed earned hereunder. It is fully understood and agreed that the Sponsor will not be responsible for damage or loss to any personal property before, on or after the closing if title herein.

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

19. **Acceptance of Condition of Unit; Risk of Loss.**

(i) Purchaser shall accept title (without abatement in or credit against the Purchase Price or provision of escrow) notwithstanding that construction of (a) minor details of the Unit or the Building in which it is located or (b) other Units or (c) the landscaped area or (d) other portions of the common elements have not been completed. Purchaser will examine his Unit with a representative of the Sponsor during normal business hours prior to the Closing Date and will sign and deliver to Sponsor on or before the Closing Date an Inspection Statement acknowledging the condition in which he has received his Unit.

(ii) Purchaser represents to Sponsor that he has examined the Unit and agrees that his execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date.

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

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

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

c. Sponsor will notify a purchaser within 15 business days of whether or not Sponsor will repair damage due to a casualty occurring prior to closing.

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

21. **Warranties.** At the closing of title, the Seller will deliver the certificates and warranties delivered to them and transferable to purchaser or to the Condominium. Seller's liability pursuant to the manufacturer's warranties covering heat, appliances, electricity, plumbing and roofing are limited solely to the extent that such warranties are delivered to Seller, transferable to the Purchaser or to the Condominium and then only as against such manufacturer. In addition, however, Seller will promptly correct any defects in the construction of the Condominium Unit or the building containing the Unit or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans and specifications, provided that it is notified of such defects in writing by certified mail within one year from the date of the closing of title to the Unit in which the alleged defect exists.

Purchaser should note that:

a. No steps taken by Seller to correct a defect shall act to extend the warranty period.

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

c. These warranties give Purchaser specific legal rights. Purchaser may have other rights under State law.

d. These warranties are extended to you as Purchaser and are not extended to any subsequent Purchaser and mortgage lender who takes possession of the Unit.

e. These warranties shall be void if Purchaser misuses, abuses or otherwise interferes with or changes Seller's original construction or installations.

f. Seller is not responsible for any work or material ordered directly by Purchasers from Seller's contractors or suppliers.

g. Seller will provide Purchaser with the same warranties provided under the Housing Merchant Implied Warranty, Section 777-a of the General Business Law. The provisions of this Paragraph shall survive the delivery of the deed.

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

23. **Notices.** Any notices, request or other communication hereunder or under the Plan shall be in writing and sent, postage prepaid, by registered or certified mail, return receipt requested, to Purchaser at the address given at the beginning of this Agreement, with a copy to his/her/their Counsel or to the Seller at the address given at the beginning of this Agreement, with a copy to Thomas E. Berinato, Esq., 123-40 83rd Ave., Suite 1D, Kew Gardens, N.Y. 11415 or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of giving if any notice of change of address.

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

25. **No Oral Changes:** This Agreement cannot be changed or terminated orally.
ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY ALL PARTIES. YOU, AS THE PURCHASER OF THIS UNIT, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPONSOR-SELLER: PURCHASER:

By:_____ _____

# MORTGAGE ADDENDUM

The obligations of Purchaser hereunder are conditioned upon issuance on or before **forty-five (45) days from a fully executed contract received by Purchaser's Attorney,** (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of $_____ or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate for a term of at least **30** years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans. Purchaser shall (i) make application within ten business days to an Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan. (iv) Pursue such application with diligence, (v) cooperate in good faith with such Institutional Lender to obtain such commitment and (vi) give Notice within ten business days to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or any other commitment accepted by Purchaser) and Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Down payment shall be refunded to Purchaser within five business days. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Down payment by reason of the contingency contained in this paragraph. (Delete if inapplicable) (b) Purchaser and Seller agree that the submission of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in paragraph 8(a)(i) of this contract, and that Purchaser's cooperation in good faith with such Mortgage Broker to obtain a commitment from an Institutional Lender (together with Purchaser's cooperation in good faith with any Institutional Lender to which Purchaser's application has been submitted by such Mortgage Broker), and the giving of Notice by Purchaser to Seller within ten business days of the name and address of each Mortgage Broker to which Purchaser has submitted such an application shall constitute full compliance with the terms and conditions set forth in this contract.

SPONSOR-SELLER: PURCHASERS:

_____

By:_____ _____

**POWER OF ATTORNEY**

The undersigned, _____, (residing)(having an office) at _____ _____, the Owner of Unit No. _____ in the Condominium known as EASTONE PLAZA CONDOMINIUM located at 38-20 Parsons Boulevard, Flushing, Borough of Queens, State of New York, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Register's Office, Queens County on _____, 20____ in CRFN# _____, and shown on the Floor Plans on file in said office as Map No. _____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of EASTONE PLAZA CONDOMINIUM, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to (1) acquire in their own names, as Members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in the Condominium, in accordance with their respective Common Interests, (a) any Unit whose Owner desires to abandon or sell the same, together with the undivided interest in the Common Elements appurtenant thereto, (b) the interests of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, (c) the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale; or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) and to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leaned by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (2) to amend from time to time the Declaration, By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment shall be authorized by the Declaration or By-Laws.

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

The undersigned do hereby nominate, constitute and appoint EASTONE PARSONS HOLDING LLC, (Sponsor) as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or Sponsor's designee in accordance with Article 16 of the Declaration or (2) shall be required by (a) an Institutional Lender procured by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, or (3) shall be authorized pursuant to Article 15 of the Declaration provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the Undersigned (in the event

described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designees shall cease to own any Units in the Condominium.

This power of attorney shall be irrevocable.

All capitalized items in this Power of Attorney shall have the same meaning as in the Declaration or the By-Laws of the Condominium.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this _____ day of _____, 202__.

_____

_____

STATE OF NEW YORK )ss.:

COUNTY OF _____ )

On the ___ day of _____, in the year 20___, the undersigned a Notary Public in and for said State, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

**Sample Interim Lease**

**THIS LEASE (the "Lease") dated this ____ day of _____, 202__**

**BETWEEN:**

EASTONE PARSONS HOLDING LLC

(the "Landlord")

OF THE FIRST PART

**- AND-**

_____;

(collectively and individually the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

**Leased Property**

1. The Landlord agrees to rent to the Tenant the apartment described as 38-20 Parsons Boulevard, Unit ____, Flushing, NY 11354 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.

3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.

4. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause.

5. The Tenant agrees and acknowledges that the Property has been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

**Term**

6. The term of the Lease commences at 12:00 noon on _____ and ends (i) when Tenant acquires title to the Property; or (ii) when Tenant rescinds his Purchase Agreement and vacates the Property.

**Rent**

7. Subject to the provisions of this Lease, the rent for the Property is $_____ per month (the "Rent").
8. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease to the Landlord at 123-40 83rd Avenue, Suite 1D, Kew Gardens, N.Y. 11415 or at such other place as the Landlord may later designate.
9. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.
10. The Tenant will be charged an additional amount of $25 per infraction, for any late Rent of five days.

**Security Deposit**

11. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to one months' rent (the "Security Deposit").

12 The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Cathay Bank located in Queens.

13. The Tenant may not use the Security Deposit as payment for the Rent.

**Quiet Enjoyment**

14. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

**Tenant Improvements**

15. The Tenant will obtain written permission from the Landlord before doing any of the following:

a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

c. removing or adding walls, or performing any structural alterations;

d. installing a waterbed(s);

e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or

g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

**Utilities and Other Charges**

16. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: water/sewer and garbage collection.
17. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, internet, cable, telephone, natural gas, heating oil/propane and garbage collection.

**Insurance**

18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.
19. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
20. The Tenant is not responsible for insuring the Property for either damage or loss to the structure, mechanical or improvements to the building of the Property, and the Tenant assumes no liability for any such loss.
21. The Tenant is responsible for insuring the Property for liability insurance for the benefit of the Tenant and the Landlord.
22. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

**Governing Law**

23. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

24. If there is a conflict between any provision of this Lease and the applicable legislation of State of New York (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
25. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

**Assignment and Subletting**

26. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

**Carbon Monoxide Alarm**

27. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
28. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Property. The Tenant must provide the Landlord or the Landlord’s agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.

29. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

**Hazardous Materials**

30. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

**Rules and Regulations**

31. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Property.

**Address for Notice**

32. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

    a. Name:

    b. Phone: _____.

    c. Post termination notice address: _____, _____, _____, NY.

33. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

    a. Name: EASTONE PARSONS HOLDING LLC

    b. Address: 123-40 83rd Avenue, Suite 1D, Kew Gardens, N.Y. 11415

The contact information for the Landlord is:

    c. Phone: (718) 575-3400

    d. Email address: Tberinato@verizon.net

**General Provisions**

34. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

35. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

35. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
36. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
37. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
38. The Tenant will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
39. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
40. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
41. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
42. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the

foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

43. An uncured default under the purchase agreement is a default under the lease and an uncured default under the lease is the default under the purchase agreement. If an uncured default under the lease can result in a default under the purchase agreement, before the sponsor may utilize the default under the lease to declare a default under the purchase agreement, the sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the unit. The interim lessee has to vacate the unit within 30 days after a default under the purchase agreement or rescission of the Purchase Agreement by the lessee.

**IN WITNESS WHEREOF the parties** have duly affixed their signatures on this ____ day of _____, 202__.

_____
Tenant:

_____
Landlord:

_____
Tenant:

**UNIT DEED**

THIS INDENTURE, made the ___, day of _____, 202__, between EASTONE PARSONS HOLDING LLC a limited liability company formed under the Laws of the State of New York, having an office at 33-34 Prince Street, Flushing NY 11354 (the Grantor), and _____, residing at _____ (the Grantee).

**W I T N E S S E T H:**

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Unit (the Unit) known as Unit No. _____ in the premises known as EASTONE PLAZA CONDOMINIUM and by the street address of 38-20 Parsons Boulevard, Flushing, Borough of Queens, Queens County, State of New York, said Unit being designated and described as Unit No. _____, in the declaration (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 Register's Office, Queens County, (the Register's Office) on _____, CRFN# _____, and also designated as Tax Lot ____ in Block 5022 of the Borough of Queens on the Tax Map of the Real Property Assessment Department and on the Floor Plans for said premises, certified by STEPHEN B. JACOBS GROUP, PC on _____, and filed in the Register's Office on _____, as Condominium Plan No. _____. The premises within which the Unit is located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to these terms in the Declaration or in the By-Laws of EASTONE PLAZA CONDOMINIUM . (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the By-Laws.)

Together with an undivided _____% interest in the Common Elements;

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, assessments, restrictions, and other matters of record as pertain to the Unit and/or to the Property;

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the New York Condominium Act, or if any provision which is Necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

Except as otherwise specifically permitted by the Board of Managers or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will held the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term Grantee shall be read as Grantees whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

EASTONE PARSONS HOLDING LLC

By:_____
Grantor

STATE OF NEW YORK ) ss.:

COUNTY OF _____ )

On the ___ day of _____, in the year 202___, the undersigned a Notary Public in and for said State, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

**CONDOMINIUM**
**BARGAIN AND SALE DEED**
**WITH COVENANT AGAINST GRANTOR'S ACT**

**Title No.:**

**EASTONE PARSONS HOLDING LLC**

**Section**
**Block**
**Lot**

**TO**

**City/Town Flushing, NY**
**County Queens**

**RETURN BY MAIL TO:**

**DESCRIPTION OF THE PROPERTY (THE REPORT)**

**EASTONE PLAZA CONDOMINIUM**

**38-20 Parsons Boulevard**
**FLUSHING, NEW YORK 11354**

**PREPARED BY**

**STEPHEN B. JACOBS GROUP, PC**

**IN ACCORDANCE WITH**
**THE PLANS AND SPECIFICATIONS**
**AND OTHER INFORMATION SUPPLIED BY THE SPONSOR**

## DESCRIPTION OF PROPERTY AND SPECIFICATIONS

**143-58 38TH AVENUE**
**FLUSHING, NEW YORK, 11354**

A. Location and Use of the Property:

| | | |
|---|---|---|
| 1. | Address: | 143-58 38th Ave<br>Flushing, NY 11354 |
| 2. | Block/Lot Number: | Block 5022 Tax Lot 31 |
| 3. | Zoning: | R-6<br>Quality Housing Program: refuse storage and disposal on each floor, daylighting in corridors, recreation space provided.<br>There are no zoning variances, easements or restrictions |
| 4. | Permissible Uses: | As per the New York City Zoning Resolution, Use Group 2 (Residential) and 4 (Community Facility) are permitted as-of-right in R-6 District. The Property and proposed uses will comply with all applicable zoning and use requirements at the time of closing. |
| 5. | Landmark status: | The building does not have landmark status. The building is not located in a landmark district. |

B. Status of Construction:

| | | |
|---|---|---|
| 1. | Status of Construction: | Plans for the Building were filed at the New York City Department of Buildings (DOB) on 2/8/2021. The building permit for #421133464 was approved on 12/14/2021 for the construction of a new 7 story building with cellar and sub-cellar.<br>The plans and statements were reviewed by the NYC Department of Buildings for zoning compliance and compliance with the Multiple Dwelling Law, the 2014 NYC Building Code and Regulations and all other applicable law. The project is designed to comply with all applicable codes, laws and regulations.<br>The NYC Department of Buildings has the power to revoke or cancel any permit or approval in case of any failure to comply with the Multiple Dwelling Law, to NYC Building Code and Regulations, and to all other applicable law, or in case of any false allegation or representation is made in any plans or statements submitted or filed for such permit approval, via random project audits. |

| | | |
|---|---|---|
| 2. | Class of Construction: | Specified as Class 1B, non-combustible, 2-hour protected construction, conforming to all applicable regulations of the 2014 Building Code of the City of New York Section 601, and all other applicable codes. 2 hour rated fire protection to be provided for primary structural frame, bearing walls, floor construction, walls separating different occupancies, and egress paths. |
| 3. | Certificate of Occupancy: | The Sponsor shall obtain at least a temporary certificate of occupancy prior to first closing. |
| 4. | Date of Completion: | Construction completion is anticipated to occur on or about October 1st, 2024 subject to strikes, acts of God, or any other circumstances beyond the control of the Sponsor. |
| 5. | Handicap Accessibility: | When complete, the building is specified to be in compliance with the accessibility chapters of the New York City Building Code 2014 and ANSI A117.1-2009; Fair Housing Act Accessibility Guidelines. |

C. <u>Site:</u>

| | | |
|---|---|---|
| 1. | Size: | Based on a survey conducted for the Sponsor by Precision Surveys, dated 3/16/2020; Block 5022 Lot 31 (herein after known as the "Property"), is approximately 43,800 square feet.<br><br>Zoning Lot Description per survey:<br>BEGINNING at the corner formed by the intersection of the southerly side of 38th Avenue and the westerly side of Parsons Boulevard;<br>RUNNING THENCE southerly along the westerly side of Parsons Boulevard, 292 feet;<br>THENCE westerly and parallel with 38th Avenue, 150 feet to a point distant 292 feet southerly from the southerly side of 38th Avenue;<br>THENCE northerly and parallel with the southerly side of Parsons Boulevard, 292 feet to the southerly side of 38th Avenue;<br>THENCE easterly along the southerly side of 38th Avenue, 150 feet to the corner first mentioned above, at the point or place of BEGINNING. |
| 2. | Number of Buildings and Use: | There will be one (1) building on the Property. The specified use is residential on floors 2-7 with 175 residential units. The first floor will be mixed use, with residential lobby and community facility tenant spaces. The cellar and sub cellar will house parking and utility spaces. |

| | | |
|---|---|---|
| 3. | Streets Owned or Maintained by the Project | No streets are to be owned or maintained by the project |
| 4. | Drives, Sidewalks, Sidewalk Lighting and Ramps: | The existing concrete sidewalks along the property line at Parsons Blvd and 38th Ave are specified to be replaced with a new concrete sidewalk. New concrete curbs are specified to be installed. Underground parking entrance is located west side of the property on 38th Ave. ADA accessible pedestrian ramps are to be provided at the corner quadrants at the Parsons Boulevard and 38th Avenue intersection.<br><br>A total of (11) eleven existing street trees will be maintained on site, 7 on Parsons Blvd and 3 on 38th Ave.<br><br>Drainage is provided by existing catch basins located at the southwest corners of Parsons Boulevard and 38th Avenue. Linear recessed drains are provided at the ramped parking entrance.<br><br>Exterior lighting will be provided at street level by wall mounted fixtures along the façade of the building and recessed lighting at the canopied entrances. There is an exiting street light along 38th Avenue.<br><br>All site access and egress elements at the building entrances and roof are compliant with 2014 building and fire code requirements |

D. <u>Utilities:</u>

| | | |
|---|---|---|
| 1. | Electricity: | Delivery of electricity will be provided by Consolidated Edison Company, ("Con Edison"), a publicly-regulated company. Each Residential dwelling Unit will be sub-metered through a computerized metering system and the cost of electrical consumption in each residential unit shall be borne by the respective unit owner. Common areas are metered collectively.<br><br>Any electricity consumed in each Community Facility Unit will each be separately metered directly by Con Ed. |
| 2. | Gas: | Delivery of gas will be provided by Con Edison. The cost of the gas consumed in the balance of the Residential portion of the building, (including all gas used for cooking, corridor AC heating, domestic hot water heater plant, rooftop grille, cellar laundry dryer), will be collectively metered for all residential units and be allocated to each as noted in the Building Operating Budget, described elsewhere in this prospectus. Any gas consumed in the Community Facility Unit will be separately sub-metered, and the charges for such gas consumption will be paid for by the Owners of such space or their tenants. |

| | | |
|---|---|---|
| 3. | Steam: | Not applicable. |
| 4. | Water and Sewer: | Water and sewer service will be provided by the City of New York. Any water consumed in the Community Facility Unit will be separately sub-metered, and the charges for such water and the corresponding sewer rents will be paid for by the Owners of such space or their tenants. The charges for water and sewer services provided to the Residential Units and in the Residential Limited Common Elements of the building will be levied on the basis of Master City Meter and borne by the Residential Unit Owners as provided in the Building Operating Budget.<br>A single 6" dedicated water service connection on Parsons Blvd supplies all domestic water fixtures. A single 6" dedicated fire sprinkler and standpipe combination service connection on Parsons Blvd supplies all fire sprinklers and standpipes.<br><br>Sanitary and storm service is specified to be provided by a pair of 8" Sanitary/Storm Sewer lines that connect to the 45" city combined sewer main on Parsons Blvd. A 5310 cu. ft. detention tank is provided at cellar level for storm water. |
| 6. | Telephone: | Each Unit Owner will be required to procure and pay telephone and internet charges with respect to the Unit, directly to the telephone or internet company providing such service.<br><br>The telephone and internet charges with respect to Residential Common Elements will be borne by the Residential Unit Owners as a Residential Common Expense.<br><br>Raceways will be provided between the incoming telephone room on cellar level and each Residential Unit so that telephone / internet service can be secured. |
| 7. | Cable Television: | All Residential Units, and the future Community Facility areas will be able to acquire cable television services from Verizon. Each Unit Owner will be obligated to procure and pay for all charges for cable television service, including subscription charges directly to the provider. |
| 8. | Data Transmission: | Data transmission and Internet services will be primarily provided by Verizon based internet service. |

E. <u>Sub-Soil Conditions:</u> Boring tests were conducted on the Property in accordance with N.Y.C. Building Code requirements. The soil condition at the location of footings on site are predominantly of NYC Class 3b material, which is suitable for spread or mat footing support.

The property is outside the limits of the Flood Zone per FEMA 3604970114G issued December 5, 2013.

There are no environmental restrictions (little-e) on the site.

There are no land subsidence, expansive soils, hazardous materials, and/or environmental restrictions present on the property.

See section H.1. Structural Systems for building foundation system and subsurface moisture protection.

F. Landscaping:

| | | |
|---|---|---|
| 1. | Plantings: | The second floor courtyards, and roof terraces are specified to be landscaped outdoor areas. |
| 2. | Trees: | Twelve (12) street trees are to be planted on site, three (3) on 38th Ave, and nine (9) on Parsons Blvd |
| 3. | Drainage: | The terraces areas are specified to have drains below pavers. |
| 4. | Paving Material: | Paving material at outside, lobby floor and cellar courtyards, unit terraces, and roof level are specified to be concrete and/or porcelain pavers on pedestals, or equal. |
| 5. | Fencing: | No fencing provided. |
| 6. | Gates: | No gates provided. |
| 7. | Garden walls: | No garden walls provided. |
| 8. | Retaining walls: | Ne retaining walls provided. |
| 9. | Display pools and fountains: | No display pools and fountains provided. |

G. Building Size:

| | | |
|---|---|---|
| 1. | Total Height: | The building is specified to be approximately 75’-0” from grade at the average property line along the entire street frontage of the zoning lot to the top of the slab of the main roof, and approximately 16’-0" to the top of the bulkhead roof.<br><br>Floor to ceiling height is measured from the top of floor slab to the bottom of the ceiling slab. The floor to ceiling heights at the residential floors are specified as follows:<br><br>2nd floor-6th floor: 8’-11”/8’-7” (below terrace)<br><br>7th floor: 9’-9” / 8’-9”<br><br>The actual ceiling height of finished ceilings will vary at soffits and dropped ceilings. |
| 2. | Cellar: | There will be one cellar and one sub-cellar. |

3. Number of Floors: The building is specified to have a total of nine (9) levels, including levels below grade, one (1) cellar and one (1) sub cellar) and seven (7) levels above grade.

4. Floor Numbering: Above the Cellar and Lobby floor level, marketing floor numbering is specified to be sequentially per the chart below. Individual unit numbers on each floor will be indicated by the floor number, followed by the letter "A, B, C…etc."

All floors throughout this report refers to marketing floor numbers unless otherwise specified.

| **Construction Floor Numbering** | **Marketing Floor Numbering** |
|---|---|
| SC | SC |
| C | C |
| 1 | L |
| 2 | 2 |
| 3 | 3 |
| 4 | 4 |
| 5 | 5 |
| 6 | 6 |
| 7 | 7 |
| R | R |

5. Equipment Rooms: Equipment Rooms are specified to be located at the cellar and roof bulkhead.

Cellar Equipment Rooms as follows:

1. Water Room/RPZ
2. Gas Meter Room
3. Fire Pump Room
4. Electrical Room
5. Tel/Com Room
6. Refuse Room

7. Storm Detention Tank

The roof bulkhead levels house elevator machine room, mechanical room, hot water generation plant, exhaust fans, air handling units, condensing units.

6. Parapet Assemblies: The parapet and railing assemblies are specified to extend a minimum of 3'-6" above the finished roofs, and to be in compliance with all local Code.

7. Floor and Ceiling Assemblies: Floor/ceiling assemblies between dwelling units or between dwelling unit and a public area are specified to be constructed of assemblies having an impact insulation class (IIC) rating of not less than 50 based upon laboratory measurements with the specified sound control mat Plitecq RST-05

H. Structural system

***This section has been reviewed by the project's licensed structural engineer. See Appendix A for signature and seal.***

Foundation: Reinforced concrete foundation walls, columns and shear walls are specified to be supported by foundation mat and spread footings with strap beams bearing directly on 3tsf and 2.5tsf soil.

Superstructure: Building columns, beams, and floors are specified to be constructed of reinforced concrete flat slabs, beams and columns. Wind and seismic forces are resisted by ordinary reinforced concrete shear-walls. No asbestos-containing material will be present. No underpinning required.

The structure has been designed under the provisions of the 2014 NYC building code requirements.

***This section shall be reviewed by the project's licensed geotechnical engineer.***

Sub-surface Drainage:
The groundwater table is located well below the proposed sub-cellar elevation (per Geotechnical report issued 9/10/2021 by Geo Tech Consultants LLC). The sub-cellar slab is designed as a slab on grade system with an under slab hydrostatic pressure relieving drainage system to collect ancillary infiltrating groundwater. Foundation waterproofing shall be Bituthene 4000, as manufactured by GCP. Blindside foundation waterproofing shall be Preprufe 300r-plus, as manufactured by GCP. Crystalline waterproofing shall be provided at all sub cellar pit locations. Under slab integrally bonded vapor barrier shall be provided below all slab on Grade/mat foundation conditions. Basis of design shall be Florprufe 120 Membrane, as manufactured by GCP. Drainage mats shall be Hydroduct 220 drainage composite for vertical applications, Hydroduct 660 drainage

composite for horizontal applications, both As manufactured by GCP.

1. Exterior of Buildings

Building facades located from the 2nd floor and above, other than south and west lot line walls, second floor amenity area walls, and bulkhead walls are specified to be a thermally broken structural glazed window wall assembly as manufactured by BCG or approved equal. Window wall assembly is specified to have an U factor of 0.3 at the vision glass. Spandrel glass assembly specified to have a R-value of 17.2

Lot Line walls are specified to be CMU, structural stud or concrete with a metal panel finish over a 2 ½" thick mineral wool insulation board or EIFS finish. All lot line walls to be of 1HR fire-rated construction.

Roof Bulkheads are specified to be to be CMU or concrete with a metal panel finish over a 2 ½" thick mineral wool insulation board. CMU and Concrete walls with metal panel finish are specified to have an R-value of 15

Street facade at first floor is specified to be thermally broken storefront assembly as manufactured by BCG or approved equal. A granite water table is specified at all street frontages.

The first façade inspection report called for under Local Laws 10/80 and 11/98 will be due to the City of New York five years after the first Temporary Certificate of Occupancy is issued, and every 5 years thereafter.

Storefront windows and doors are to be thermally broken aluminum or similar with finish to match the windows.

- All façades:
  8mm low-iron ft outer lite + low-e (805-021) Coating on #2 + 16mm argon w/ black spacer + 8mm low iron ft inner lite

- Warranties are specified are called for as follows: 5 years on materials, labor/workmanship, 10 years on glass, 10 years on aluminum finish.

2. Parapets and Coping:

Roof parapet construction is specified to be concrete curbs with aluminum copings and aluminum guardrails at dwelling units and aluminum and glass railings at roof level.

3. Chimneys and Caps:

The building is specified to have one (1) compactor and one (1) 24" diameter 16 ga. aluminized rubbish chute with sound dampening coating. The rubbish chute is specified to terminate at its top a minimum of 6'-0" above the roof with a louver. The chutes are specified to be enclosed with Code-

rated concrete and/or gypsum wallboard with 1 1/2 hour rated doors at every opening. Sprinkler heads are specified according to Code.

4. Balconies and Terraces: Some units are specified to have porcelain paver terraces with specified parapets and railings.

Units with terraces:

RESIDENCE - UNIT 201, 2ND FLR
RESIDENCE - UNIT 202, 2ND FLR
RESIDENCE - UNIT 203, 2ND FLR
RESIDENCE - UNIT 204, 2ND FLR
RESIDENCE - UNIT 205, 2ND FLR
RESIDENCE - UNIT 206, 2ND FLR
RESIDENCE - UNIT 207, 2ND FLR
RESIDENCE - UNIT 208, 2ND FLR
RESIDENCE - UNIT 209, 2ND FLR
RESIDENCE - UNIT 210, 2ND FLR
RESIDENCE - UNIT 211, 2ND FLR
RESIDENCE - UNIT 212, 2ND FLR
RESIDENCE - UNIT 213, 2ND FLR
RESIDENCE - UNIT 231, 2ND FLR
RESIDENCE - UNIT 232, 2ND FLR
RESIDENCE - UNIT 331, 3RD FLR
RESIDENCE - UNIT 332, 3RD FLR
RESIDENCE - UNIT 528, 5TH FLR
RESIDENCE - UNIT 529, 5TH FLR
RESIDENCE - UNIT 607, 6TH FLR
RESIDENCE - UNIT 608, 6TH FLR
RESIDENCE - UNIT 625, 6TH FLR
RESIDENCE - UNIT 626, 6TH FLR
RESIDENCE - UNIT 711, 7TH FLR
RESIDENCE - UNIT 712, 7TH FLR
RESIDENCE - UNIT 713, 7TH FLR
RESIDENCE - UNIT 714, 7TH FLR
RESIDENCE - UNIT 716, 7TH FLR
RESIDENCE - UNIT 717, 7TH FLR
RESIDENCE - UNIT 718, 7TH FLR
RESIDENCE - UNIT 719, 7TH FLR
RESIDENCE - UNIT 720, 7TH FLR

Terraces are specified to be accessed through thermally broken glass and aluminum doors from the residential unit as part of the exterior wall system.

Windows and Terrace doors are specified to be aluminum and glass thermally broken window wall casements or terrace doors or approved equal with the following:

- Windows Residential Units:
  8mm low-iron ft outer lite + low-e (805-021)
  Coating on #2 + 16mm argon w/ black spacer +
  8mm low iron ft inner lite
- Warranties specified are called for as follows: 10 years material and labor/workmanship, 20 years on glass, and 20 years on aluminum finish.

Porcelain pavers appropriate for foot traffic are specified for the terrace deck and is part of the roofing system and warranty. Glass guardrails with aluminum caps are specified. Terraces are allocated as an accessory to residential space.

Some units are specified to have concrete balconies with glass balcony railing system mounted to the slab. Balconies are to receive a pedestrian traffic coating finish.

Units with balconies:

RESIDENCE - UNIT 302, 402, 502, 602, 702, 3RD-7TH FLR
RESIDENCE - UNIT 303, 403, 503, 603, 703, 3RD-7TH FLR
RESIDENCE - UNIT 304, 404, 504, 604, 704, 3RD-7TH FLR
RESIDENCE - UNIT 305, 405, 505,605,705, 3RD-7TH FLR
RESIDENCE - UNIT 307, 407, 507, 3RD-5TH FLR
RESIDENCE - UNIT 308, 408, 508 3RD-5TH FLR
RESIDENCE - UNIT 310, 410, 510, 3RD-5TH FLR
RESIDENCE - UNIT 311, 411, 511, 3RD-5TH FLR
RESIDENCE - UNIT 313, 413, 513, 611, 3RD-6TH FLR
RESIDENCE - UNIT 609,709, 6TH-7TH FLR
RESIDENCE - UNIT 711, 7TH FLR
RESIDENCE - UNIT 721, 7TH FLR

5. Exterior Entrances: The primary residential entrance and vestibule are specified to have a storefront system thermally broken swing doors aluminum and tempered insulated glass doors by BCG or approved equal. Glass exterior doors are specified to have a 0.3 U-value, and a SHGC rating of 0.14. All Exterior doors to have keyed mortised latchsets. Three exterior downlights illuminate the residential entrance.

   Mailboxes meeting U.S. Postal Service guidelines are specified to be located in the mail area off the lobby.

   There are no exterior stairs and railings.

6. Service Doors/Egress Doors: All interior service doors and egress doors are specified to be painted hollow metal doors and frames.

7. Roof and Roof Structures:

There are two roofing systems.

At roof areas with pavers, the roofing system is specified to be Inverted Roofing Membrane Assembly system, SBS Modified Bituminous Membrane Roofing assembly by Siplast or approved egual. Roof insulation is specified to be rigid insulation to be installed over membrane roofing and drainage mat (min. R-33), with concrete pavers on adjustable pedestals. Manufacturer shall provide a 20 year warranty.

At mechanical roof areas and bulkheads, the roofing system is specified to be SBS Modified Bituminous Membrane Roofing assembly with rigid insulation (min. R-33) and white reflective coating on top by Siplast or approved equal. Manufacturer shall provide a 20 year warranty.

4" Roof drains with secondary emergency overflow drains provided at all roof areas. Roof scuppers provided at all stair and elevator bulkheads at 2nd floor and roof levels.

Per NYC DOB Building Bulletins 2019-10 for sustainable roofing, a green roof paver tray system is provided at the second floor terrace and roof level of the building. The following area are exempted per exclusions:

1. Areas required to be set aside for setbacks pursuant to the Zoning Resolution of the City of New York.
2. Areas occupied by mechanical equipment, parapets, equipment access pathways and appurtenances.
3. Recreational spaces that are integral to the principal use of the building on which the rooftop is located, Quality Housing recreation spaces, roof terraces.

Bulkheads: Roof bulkheads, stair and elevator bulkheads are specified to be clad in metal paneling. All roof access complies with 2014 NYC Fire Code chapter 10 requirements.

Metal work at roof levels: Galvanized steel access ladders, hatches are specified for roof level and bulkheads for maintenance access. Steel posts are provided at roof levels for mechanical equipment screening.

Rooftop Facilities: There are currently no antennas, cell phone towers, or satellite dishes on the roof.

A portion of the roof terrace is allocated to use by all tenants of the residential dwelling units as a residential common element. Installation of the pavers is performed by the roofing contractor and covered under their warranty.

| | | |
|---|---|---|
| | | Roof terraces comply with NYC DOB Buildings Bulletin 2018-002 and is allocated as an accessory to residential space on the Certificate of Occupancy. |
| 8. | Fire Escapes: | None are specified. |
| 9. | Yards and Courts: | Courtyard spaces are provided at the second floor as part of the building amenity spaces. Courtyard spaces are specified to have 24" x 24" porcelain pavers on pedestal system, or equal, designed to withstand daily foot traffic. Roof drains with secondary emergency overflow drains provided at all terrace roof areas. 2nd floor terrace has concrete parapet walls with EIFS interior finish at the perimeter. Terrace dividers and gates are powder coat aluminum posts and panels.<br><br>There are no retaining walls required. |
| 10. | Interior Stairs: | There are (4) stairs, each separately enclosed, designed in compliance of all applicable codes. Each stair is specified to be constructed of reinforced concrete. Stairs A and B run from the sub cellar level through the roof. Stair C runs from the sub cellar to first floor. Stair D runs from the first floor to the second floor courtyard. The stair enclosures are specified to be fire rated per code and constructed of reinforced concrete, concrete block, and/or impact resistant enclosure. Painted steel pipe handrails are specified to be provided at the inside and outside faces of each stair. Painted steel guardrails handrails are specified.<br><br>There are no interior convenience stairs. |
| 11. | Interior Doors and Frames: | The entrance door to each Residential Unit is specified to be fire rated hollow metal 1 ¾" thick F.P.S.C. 1 ½ hour rated, STC 35 db, and knock down frame.<br><br>Unit interior swing doors are specified to be solid wood, 1-3/8" thick, in wood frames with stone saddles at bathrooms.<br><br>Stair hall doors and frames are specified to be painted flush-panel hollow metal with knock down frames, 1 ¾" thick, F.P.S.C. 1 ½ hour rated with stone or metal saddles.<br><br>All other service doors and frames are specified to be painted flush-panel hollow metal, 1 ¾" thick, F.P.S.C. 1 ½ hour rated with saddles, as appropriate.<br><br>Amenity doors are specified to be fire rated and non-fire rated glass and metal doors, and fire rated and non-fire rated hollow metal doors. |
| 12. | Elevators: | There are (4) elevators in the building. PE-1 (3500#), PE-2 (2500#), PE-3 (2500#), serve the residential areas of the building, running from sub-caller level to the roof level. PE-1, PE-2, PE-3 are specified to be Kone Monospace 500 |

gearless traction elevators. PE-1 and PE-2 are front opening only, PE-3 is a front and rear opening cab, with rear access at the first floor service corridor. PE-4 (3500#) serves the Community facility area, running from cellar level to the second floor terrace level. PE-4 is specified to be Kone Ecospace 500 gearless traction elevator with a front and rear opening car. All door openings are specified to be 3'-6" wide by 7'-0" tall with sliding doors

13. Elevator Cabs: Elevator cabs are specified to be designed with porcelain tile floors, walls of metal & plastic laminate, and metal ceiling. Lighting is specified to be provided in the ceiling. Emergency communication system is specified to be provided in elevator cabs.

I. Auxiliary Features

1. Laundry Room: One (1) public laundry room is specified, as part of the amenities in the Cellar. There will be (2 ea) washer / gas powered dryers operated by card.

The Laundry Room in the Cellar is mechanically ventilated with outdoor air supply and exhaust.

Within the individual residential units, laundry closets are provided with electric washer and dryer units. See section W. Finish Schedule for manufacturer and model.

2. Refuse Disposal: Access to each refuse chutes is specified to be located at the corridor of each apartment floor. The refuse chute itself is specified to lead down to refuse compactors located in the Cellar. The building chute is specified to be 24" diameter.

The one (1) compactor, specified as PCS KIK 20 by Refuse Compaction Systems. or equal, will be located in the cellar.

Building maintenance staff will be responsible for the removal of refuse from compactor room to the street. Refuse removal will be done by the New York City Department of Sanitation on a regularly scheduled basis.

3. Bicycle Room: A bicycle room is specified to be located on the lobby level of the building. Specified bicycle racks are designed to hold a total of (89) bikes in 842 sf. Access to the bicycle room is specified to be card reader access.

4. Storage: There are tenant storage spaces on the cellar and sub cellar level. Access to the tenant storage rooms is specified to be card reader access. Residential tenant storage units are specified to be enclosed metal cages with keyed lock access.

5. Mail/ Package: Each unit is specified to have a dedicated USPS approved mailbox labeled with the unit designation located in the mailroom on the lobby level. There is (1) one package room adjacent to the residential lobby.

J. **Plumbing and Drainage:** ***This section has been reviewed by the project's licensed plumbing engineer. See Appendix B for signature and seal.***

1. Water and Supply:

a. Potable water will be supplied via New York City public water system. One (1) 6" domestic water service will be provided from Parsons Blvd. Service will be provided with a master water meter, strainer, and backflow preventer. The water will then feed into duplex boost pumps with two sub-meters. One for all residential units and one for all community facilities.

b. The building will be provided with hot water through the roof central domestic hot water generation plant.

c. The domestic water will feed from the domestic water incoming service via duplex domestic water booster pumps. Domestic water pressure will be maintained to provide a minimum of 25 psi at all fixtures. Maximum pressure will be limited to 85psi.

d. Both plumbing hot and cold-water systems are designed to be completely insulated as required by code. Hot and cold-water piping will be hard copper tube.

e. All hot and cold-water lines will be insulated with insulation as per the chart below

f. All hot water systems will be provided with a hot water circulation system to maintain the temperature of the system.

Instantaneous electric hot water is provided in public toilet.

| FLUID DESIGN OPERATING TEMPERATURE RANGE [°F] | INSULATION CONDUCTIVITY | | NOMINAL PIPE SIZE [in.] | | | | |
|---|---|---|---|---|---|---|---|
| | CONDUCTIVITY RANGE [BTU·in./(hr·ft^2·°F)] | MEAN TEMPERATURE RATING [°F] | <1 | 1 TO <1.5 | 1.5 TO <4 | 4 TO <8 | 8+ |
| 40-60 | 0.21-0.27 | 75 | 0.5 | 1 | 1 | 1 | 1.5 |
| 105-140 | 0.21-0.28 | 100 | 1 | 1 | 1.5 | 1.5 | 1.5 |
| 141-200 | 0.25-0.29 | 125 | 1.5 | 1.5 | 2 | 2 | 2 |

2. Fire Protection System: The building will be sprinklered throughout by an automatic Class 3 combination fire standpipe and wet sprinkler system in accordance with NFPA, the Building Code and NYC Fire Code.

a. Fire Water Services: Overall, the building systems are arranged as follows:

a. One (1) 6" fire service will enter the building through the cellar level from Parsons Blvd. Service is connected and includes a backflow prevention assembly located on the cellar level.

b. In Residential Units and Residential Common Areas, sprinkler heads will be located in all living areas, public corridors, and amenity space. Any bathrooms under 55 square feet and any linen closets less than 12 square feet shall not be required to be sprinklered as per code.

c. Standard pendant heads that connect to the sprinkler system will be provided in the trash compactor rooms and on every other floor of the residential trash chute as required by NFPA, the Building Code and NYC Fire Code. A combination fire standpipe and sprinkler riser will be located within the main exit stairs. A drain riser will be provided as per the Building Code and Fire Code. Siamese fire department connections will be provided as required by the Building Code and Fire Code.

d. Hard-wired combination smoke/carbon monoxide alarms will be provided within all bedrooms in the Residential Units. All sprinkler floor control stations will be monitored for water flow and tamper by the sprinkler flow alarm panel. All service valves will be provided with tamper switches connected to the sprinkler flow alarm panel. The sprinkler alarm panel will also monitor the automatic fire pump. A central station-monitoring panel will be provided to automatically transmit an alarm whenever water flow is detected in the sprinkler system.

e. Standpipes: One (1) combined fire standpipe and sprinkler riser will be located in the main fire exit stairs enclosure. The riser is part of a combined fire standpipe and sprinkler system. At each separate connection of the sprinkler system to the standpipe system a floor control station and inspectors test station shall be provided. Standpipes will be steel with working pressures as required by code.

f. Hose racks, hoses and nozzles location: A New York City Fire Department approved type fire hose cabinet equipped with fire department valve, 125' hose lengths and straight stream hose nozzles will be provided in the main entrance floor and 7$^{th}$ floor in accordance with NYC Building Code and NFPA requirements. All Fire Department hose outlets on each residential floor are provided with valve and capped threaded connections.

g. Sprinkler heads will be concealed pendant, sidewall, or upright configuration as required meeting space conditions and identified as extended coverage where required.

h. Siamese Fire Department connections (FDC) will be located at street level.

4. Water Pressure — System will maintain a minimum of 65 psi to a maximum of 175 psi.

5. Sanitary Sewage System:

a. Sewage Piping Materials: Above-ground piping will be no-hub cast iron for sanitary and vent branch piping and sanitary stacks. The horizontal sanitary stack offset and fittings shall be and service weight hub and spigot with neoprene joints. Below-grade sanitary piping shall be extra heavy hub and spigot cast iron with neoprene joints. Galvanized steel piping with Victaulic couplings or approved equal shall be used for any indirect waste piping or sewage ejector discharge.

b. Sewage Pumps: The sanitary drainage piping located below grade at the subcellar level will be drained to one of two (2) sewage ejector pits. The sewage ejector system pumps up to the house sewer line exiting the building. One duplex ejector pump system shall have a capacity of 65 GPM and one duplex ejector pump system shall have a capacity of 25 GPM. Pumps will be manufactured by Wilo or equal with standard manufacturer's warranty.

Sewage disposal: The building will be served by a dedicated sanitary sewer connection to the New York City sewer system. The building will be served by a 8" New York City sewer routed at ½" per 1' slope exiting at Parsons BLVD. All 1st, cellar level and below sanitary will be gravity drained to duplex sewage ejectors, at the subcellar and pumped into the house sewer line.

6. Permits required: All permits will be obtained by the plumbing contractor. Current plumbing permit obtained 4/11/23

7. Storm Drainage System:

a. Detention tank will be located at cellar floor level. Tank discharge will be gravity drain to a house trap on the cellar floor level and thereafter flows to the combined New York City Sewer located on Parsons BLVD.

b. Sump system consisting of 50 gpm & 150 gpm sump pumps will receive site drainage and will pump to the

combined New York City Sewer located on Parsons BLVD. Pumps shall be manufactured by Wilo:

DSEP-1 - DUPLEX SEWAGE EJECTOR PUMPS::WILO USA MODEL 2516C
DSEP-2 - DUPLEX SEWAGE EJECTOR PUMPS:WILO USA MODEL 2516
ESP-C-1,2 - ELEVATOR SUMP PUMP:WILO USA MODEL 1601
SSP-C-1 - SUMP PUMP:WILO USA MODEL 1601
SSP-C-2 - SUMP PUMP:WILO USA MODEL 1603

Warranty and energy efficiency ratings are not applicable.

Piping: Above-ground piping will be no-hub cast iron coated inside and out for storm branch piping. Below-grade storm piping shall be extra heavy hub and spigot cast iron with neoprene joints. Galvanized steel piping with Victaulic couplings or approved equal shall be used for any sump discharge. All other storm piping shall be and service weight hub and spigot with neoprene joints.

K. **Heating:**

***This section has been reviewed by the project's licensed mechanical engineer. See Appendix B for signature and seal***

1. Space and Domestic Hot Water Heating:

Design Criteria: The following design parameters were used in sizing the space heating systems.

Outdoor temperature: 13ºF DB

Indoor temperature:

Residential Unit – 68ºF DB

Residential Corridor - 68ºF DB

Lobby - 68ºF DB

Residential Amenity - 68ºF DB

Ducts in unconditioned space shall be insulated with minimum R-6. If located in an outdoor area, minimum of R-8 is required

The hot water heater generation plant can produce minimum 1800 gallon 140ºF (from 40 to 140ºF) hot water per hour with two 300 gallon storage tank.

Hot water heater manufacturer and model number:

EHWH-1 - HOT WATER HEATERS:CM-20L/208 4160W
Energy Efficiency = 99%
Warranty = 1 year

All heater systems are specified to have a 10 year warranty. Heating systems manufacturers, model numbers.:

| DESIGNATION | HEATING CAPACITY (MBTU) | COP | HSPF | MANUFACTURER | MODEL |
|---|---|---|---|---|---|
| ACCU | 27 | - | 9.0 | DAIKIN | RXSQ24TAVJUA |
| ACCU-A | 40 | - | 9.0 | DAIKIN | RXTQ36TAVJ9A |
| ACCU-C-1 | 40 | - | 9.0 | DAIKIN | RXTQ36TAVJ9A |
| ACCU-RL | 49.5 | - | 9.0 | DAIKIN | RXTQ48TAVJU |
| ACCU-2-1, ACCU-2-2 | 73 | 3.3 | - | DAIKIN | RXYQ72XATJA |
| ACCU-19 | 57 | - | 10.5 | DAIKIN | RXTQ60TAVJU |
| ACCU-1,9,10,11,13 | 76 | 3.3 | - | DAIKIN | RXYQ72XATJA |
| ACCU-2,3,4,5,6,7,8,12,14,15,16,17,18 | 108 | 3.49 | - | DAIKIN | RXYQ96XATJA |

| FLUID DESIGN OPERATING TEMPERATURE RANGE [°F] | INSULATION CONDUCTIVITY | | NOMINAL PIPE SIZE [in.] | | | | |
|---|---|---|---|---|---|---|---|
| | CONDUCTIVITY RANGE [BTU·in./(hr·ft^2·°F)] | MEAN TEMPERATURE RATING [°F] | <1 | 1 TO <1.5 | 1.5 TO <4 | 4 TO <8 | 8+ |
| 105-140 | 0.21-0.28 | 100 | 1 | 1 | 1.5 | 1.5 | 1.5 |
| 141-200 | 0.25-0.29 | 125 | 1.5 | 1.5 | 2 | 2 | 2 |

L. Gas Supply: ***This section has been reviewed by the project's licensed plumbing engineer. See Appendix B for signature and seal***

1. Type: Natural Gas

2. Meters: Two (2) gas meters will be provided for residential and commercial space.

3. Piping Material: Schedule 40 black steel piping with malleable iron fittings for 3" and smaller is threaded, 4" and larger is welded with standard weight welded fittings.

M. Air Conditioning: *This section has been reviewed by the project's licensed mechanical engineer. See Appendix B for signature and seal.*

1. Type of System: VRV Heat Pump, Roof top packaged unit

2 Design Parameters

a. Design Criteria: The following design parameters were used in sizing the HVAC systems.

Outdoor temperature: 89ºF DB / 73ºF DB WB
Indoor temperature:
Residential Unit – 72ºF DB
Residential Corridor - 72ºF DB

Lobby - 72ºF DB
Residential Amenity - 72ºF DB

b. Residential Internal Loads: Internal loads are based on the latest ASHRAE Fundamentals.

Residential Construction Criteria – The enclosure heat transmission minimum coefficient is based on NYCECC 2020.

Air conditioning and heating systems are the same, Refer to section K. Heating for manufacturer and model numbers for all equipment

3. Exterior Metals

Exterior metals exposed to weather, except as noted sall be as follows:

1. Aluminum
2. Aluminum Steel – Type 2
3. Copper
4. Stainless Steel
5. Watertight

Outside air, exhaust and relief duct shall be as follows:

1. Aluminum
2. Aluminum Steel – Type 2
3. Copper
4. Stainless Steel
5. Watertight
6. Exceptions:
   a. Within 10ft of louvers
   b. Louvers to casings
   c. Louvers to preheaters

4. Rooftop Equipment

The following measures are implemented to prevent equipment vibration and noise at the rooftop equipment

a. Factory fabricated spring isolation bases shall fit on top of roof curb and match underside of roof top unit. Provide special extension extrusions, if required, to match curb and/or equipment base.

b. Base shall be extruded aluminum construction with heliarc welded corners and one piece, where possible, with as few joints as possible if multiple sections are required, will provide splicing kit for joining multiple sections

c. Vibration isolation: Cadmium plated freestanding springs with horizontal stiffeners for wind and seismic forces and minimum 1 inch static deflection. For snubbers, provide neoprene pads at corners with 1/4 inch minimum clearance.

d. Provide continuous neoprene wind and water seals. Seal between base and curb and between base and bottom of unit

e. Hold down hardware shall be galvanized 6 x 19 plow steel wire hoisting rope. Provide galvanized U bolt clips in accordance with Federal Specification, FF-C-450, Type I, Class 1 and eyebolts, devices, etc., as required.

f. Vibration isolation equipment shall be the product of one manufacturer and where listed, references are to Mason Industries, Inc. (M.I.I.), Vibration Eliminator Co. (V.E.C.) and Vibration Mountings and Controls, Inc. (V.M.C.I.). Where exposed to atmosphere, all steel shall be hot dipped galvanized and hardware and spring shall be cadmium plated. Where exposed to corrosive elements, products shall be corrosion protected.

5. Air Handling Units at Residential Units — All air handling units are specified to have a 10 year warranty. Air Handling Units Manufacturers and model numbers:

| DESIGNATION | TYPR | MANUFACTURER | MODEL |
|---|---|---|---|
| FCU-09 | DUCT UNIT | DAIKIN | FXSQ09TAVJU |
| FCU-18 | DUCT UNIT | DAIKIN | FXSQ18TAVJU |
| FCU-(18) | DUCT UNIT | DAIKIN | FXMQ18PBVJU |
| FCU-24 | DUCT UNIT | DAIKIN | FXMQ24PBVJU |
| FCU-30 | DUCT UNIT | DAIKIN | FXMQ30PBVJU |
| FCU-36 | DUCT UNIT | DAIKIN | FXMQ36PBVJU |
| FCU-48 | DUCT UNIT | DAIKIN | FXMQ48PBVJU |

N. <u>Ventilation:</u>

1. Public Corridor — 100% outdoor dedication air ventilation systems will be provided for the residential public corridors and community facility corridor respectively.
2. Residential Units: — Natural ventilation by opening window.
3. Kitchens: — Apartment built-in cooktop kitchen exhaust hood cooperated with roof common kitchen exhaust fan.
4. Bathrooms: — Apartment built-in toilet exhaust fan cooperated with roof common toilet exhaust fan.
5. Laundry: — Mechanical vent to 1st floor level by Dia. 12” duct.

6 Garage: Mechanical vent to 2nd floor terrace. Exhaust fan is operational 24/7 at minimum rate of 1725 CFM. Interlock with CO detector 22250 CFM activated when CO concentration exceeds 25PPM

Ventilation manufacturer and model numbers:

| DESIGNATION | LOCATION | CFM | MANUFACTURER | MODEL |
|---|---|---|---|---|
| EXF-1,-12 | ROOF | 600 | PENNBARRY | DX-11B |
| KXF-1,-12 | ROOF | 1000 | PENNBARRY | DX-11B |
| GXF | CELLAR | 22500 | GREENHECK | TDI-3-42-619 |

Mechanical Performance

a. Air distribution system equipment, terminal device noise: The maximum permissible sound-power levels in octave bands of airborne transmissions through the combination of grilles, registers, diffusers and terminal units, or related pressure reducing devices, when operated in installed condition per plans and specifications, shall be as follows:

Maximum PWL (re: 10 to the minus 12 watts):

| Octave Bands | NC-30 | NC-35 | NC-40 | NC-45 | NC-50 |
|---|---|---|---|---|---|
| 1 | 60 | 62 | 66 | 68 | 70 |
| 2 | 53 | 56 | 60 | 63 | 66 |
| 3 | 45 | 49 | 54 | 58 | 62 |
| 4 | 41 | 46 | 51 | 56 | 61 |
| 5 | 38 | 43 | 48 | 53 | 58 |
| 6 | 37 | 42 | 47 | 52 | 57 |
| 7 | 36 | 41 | 46 | 51 | 56 |
| 8 | 37 | 42 | 47 | 52 | 57 |

b. Fan coil units: The maximum permissible sound power levels in octave bands for fan coils units shall be as follows:

Maximum PWL (re 10 to the minus 12 watts)

| Octave Band | NC-35 | NC-40 | NC-45 |
|---|---|---|---|
| 1 | 62 | 66 | 68 |
| 2 | 56 | 60 | 63 |
| 3 | 49 | 54 | 58 |
| 4 | 46 | 51 | 56 |
| 5 | 43 | 48 | 53 |
| 6 | 42 | 47 | 52 |
| 7 | 41 | 46 | 51 |
| 8 | 42 | 47 | 52 |

c. Performance tests shall be in accordance with ASHRAE standard 79-1984 and ARI 440-84 and acoustic tests in accordance with ARI 350-82 with ratings tabulated for medium speed operation.

d. Acoustic performance within equipment spaces: Equipment room noise levels and noise transmissions to adjacent buildings shall comply with all federal, state and local noise ordinances.

e. Refrigeration machine gear train acoustical performance: The gear train assembly (between drive and compressor) when operating at the machine's rated capacity per plans and specifications and tested in accordance with AGMA 295-02 shall have noise levels not exceeding 90 dBA.

f. Refrigeration machine acoustical performance: The maximum permissible noise levels under design operating conditions, when measured in accordance with ARI Standard 575-73 specified methods and qualifications shall not exceed 90 dBA.

g. Motor acoustical performance:Motor drives for pumps and refrigeration machines when installed per plans and specifications shall operate with noise levels not exceeding 90 dBA.

Noise levels shall be determined in accordance with IEEE Standard 85 test procedure of airborne noise measurements on rotating electrical equipment.

## O. Electrical System

***This section has been reviewed by the project's licensed electrical engineer. See Appendix B for signature and seal.***

1. Service from main service switchboard:

The main electrical service is 10,000 A incoming service 208/120, 3PH, 4W, 60HZ service entering the building at the cellar level on Parsons Blvd. There will be one (1) electrical service room located on the cellar level, which will contain service disconnecting means and Con Ed metering for common areas and Future Retail areas. In addition, electronic sub-metering will be provided for the residential units. The incoming voltage from Con Edison will be stepped up to 480 volts for elevators and mechanical equipment.

Distribution to all electrical panel boards and distribution panels will be provided. All feeders to be insulated copper and aluminum conductors in metal conduits. The apartments will be sub-metered after the main Con Ed meter. A utility meter

will be in the main switchboard room for all loads except for the Future Retail areas.

2. Service to individual Units: 100A service to individual units.

3. Adequacy:

   a. Units: 175 residential units, 21 community facility spaces

   b. Lighting and Fixtures: Switched lighting fixtures will be provided in bathrooms, kitchens, foyers, laundry rooms and closets. Fixtures will be LED type. Junction boxes dedicated for light fixtures will be provided in ceilings in living room areas.

   c. Convenience Outlets Appliance Outlets: Receptacles will be provided in all rooms to meet the 2011 New York City Electrical Code. Ground fault receptacles will be provided in bathrooms and kitchens (above counter and island areas only). Arc fault circuit interrupters will be provided for unit branch circuits that supply 125-volt, single-phase, 15 amperes and 20 ampere receptacles in all areas except in kitchens and bathrooms. All receptacles in units will be tamper-proof type. Units encompasses two(2) small appliance loads per NEC 220.52(A). It includes two(2) laundry load branch circuits per NEC 220.52 (B). General loads are included.

   d. Emergency Power/Standby Power/Optional Power Generation System: Not applicable

P. <u>Telecommunications and Security System:</u> ***This section has been reviewed by the project's licensed electrical engineer. See Appendix B for signature and seal.***

1. Telephone:

2. Television Reception Facilities:

3. Intercom: Each Residential Unit will be provided with an intercom tenant station permitting the unit owner to communicate with a virtual doorman system in the residential lobby.

4. Security: The building is also equipped with access control & door monitoring devices at selected entries and exits in the common areas. The building is able to monitor the status of the door and get notified when there is forced entry into the building/ secured areas.

Q. Public Area Lighting:

Lighting is specified to be furnished to the public areas of the building. LED fixtures are specified to be provided at all Mechanical and Utility Rooms, back of the house areas and service corridors. Emergency lighting are specified to be provided in stairs and public corridors. All public area and exterior lighting complies with all local codes and restrictions.

Exterior Lighting manufacturer/model number:

S 2196AI-CG from Visual Comfort & Co.

R. Garage and Parking Areas:

Garage space is provided on the cellar and sub cellar level of the building, with access via vehicular ramps. Garage floor finish to be epoxy concrete traffic coating. There is a trench drain at the entry ramp at the cellar and floor drains provided throughout the parking garage at the cellar and subcellar levels. The garage is sprinklered.

Total number of parking stalls provided is 154. There are 6 total accessible stall with min 60" access aisles provided, 2 at the cellar and 4 at the subcellar. There are 2 van accessible stalls with 96" access aisle provided at the cellar.

There is a parking attendant located at the cellar.

There are no vehicular elevators provided.

All parking spaces are compliant with Zoning, Code and applicable regulations.

S. Swimming Pool:

No swimming pools provided.

T. Recreation Facilities:

Amenity spaces designated for use by the unit owners and their guests will be located the second floor and roof level.

Second Floor

- Lounge 35 OCC
- Gym 22 OCC
- Outdoor Exercise Area 9 OCC
- Children's Play Room 8 OCC
- Business Center 3 OCC
- Conference Room 11 OCC
- Outdoor Terrace 6 OCC

Roof Level

- Outdoor Terrace 74 OCC

Outdoor seating is provided at the 2nd floor Outdoor terrace and a play structure is provided at the Children's Play room exterior space. There is no furniture specified for the Roof level outdoor terrace.

There are no amenity spaces provided that qualify as public assembly

U. Permits and Certificates:

The proposed building is specified to be constructed under a new building application filed with the New York City Department of Buildings (DOB). All permits and certificates will be obtained from various agencies that are required for a final Certificate of Occupancy from the DOB.

The proposed building is specified to be constructed under a new building application filed with the New York City Department of Buildings (DOB). All permits and certificates will be obtained from various agencies that are required for a final Certificate of Occupancy from the DOB.

Ongoing inspections include, but are not limited to:

- LL11 Filings: Due in February if we are within an inspection cycle
- LL84: Energy Benchmarking must be filed with the city by May 1st. Authorization must be given to FirstService Energy by
- the end of March.
- Annual Boiler Inspections: Must be completed and filed by December 31st
- Annual Elevator Inspections (CAT1): Must be completed and filed by December 31st
- 5-Year Elevator Inspections (CAT5): Must be completed by the anniversary date of the last inspection.
- Annual Electrical Sub-metering Inspection Reports: Must be filed by December 31st
- Annual Drinking Water Tank Inspections: Must be filed by December 31st
- Annual Standpipe/Sprinkler Test
- 5 Year Standpipe Test
- Annual Backflow Test
- Petroleum Bulk Storage Permits: Deadline varies by building for those that are applicable
- Triennial Certificate of Operation: Boiler inspection/permit deadline varies by building for those that are applicable.
  Permit must be renewed every three years.

- Triennial Boiler Registration: Boiler registration renewal deadline varies by building for those that are applicable. Permit must be renewed every three years.

- LL87: Depending on the last digit of the block number, the report must be filed by December 31st. FirstService Energy will provide proposals for third party engineers at a discounted price.

*There are a number of other inspections that do not have a universal deadline, as they all need to be completed or renewed based upon the last inspection date. This includes all of the FDNY Permits/Inspections (fuel oil, a/c refrigeration),

- Backflow Prevention Device Annual Inspections, Triennial Boiler Registrations and Certificates to Operate,

Administrative Deadlines

- Annual Safety Notices: Annual safety notices (including window guards forms, fire safety guides, lead paint forms) must
- be mailed to all residents by January 15th.

- NYC Real Property Assessment Applications: Applications for the reduction of the tax assessment must be made
- between January 15th to March 1st.

- Cooperative/Condominium Tax Benefit Change Forms/Initial Abatement Applications: All change forms and applications must be submitted to the Department of Finance by February 15th.

- DHCR Rent Registrations: Rent registrations must be submitted by July 31st.
- RPIE Filings: RPIE filings must be submitted to the Department of Finance by June 1st.

- MDR Filings: Multiple Dwelling Registrations must be submitted by September 1st

- NYC Real Property Assessment Petitions: Petitions for the reduction of the tax assessment must be filed by
October 24th.

- LL69: Annual Bed Bug Reporting must be submitted by December 31st
- Conflict of Interest Disclosures: Board notification to be distributed annually. Separately, annual report to be distributed to owners/shareholders each year.
- Smoking Policy Notification: Smoking policy must be distributed annually to all residents in the building.
- LL#152: Gas Pipe Inspections are required based upon building location. Deadlines are separated by "Community District" designations.

- Annual Submeter Inspection Reports: Must be filed by December 31st

V. Violations: None. Sponsor will cure any outstanding violation prior to closing.

W. Unit Information:

1. Residential Unit Information: There are scheduled to be one hundred seventy-five (175) Residential Units on the Property.

ZR 23-22 allows for a maximum additional 176 Dwelling Units on the total zoning lot.

The ceiling height of the Residential Units, measured from the top of the floor slab to the bottom of the ceiling slab or drop ceiling is specified to vary from approximately 7'-9" to 9'-9". See Section G (1).

Ceiling heights in kitchens, bathrooms, and foyers may vary at soffits and dropped ceilings. Ceiling heights in the public corridors may vary from overall Unit floor to ceiling heights above. At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the above stated heights and may also vary slightly from room to room.

| UNIT | TYPE | AREA |
|---|---|---|
| RESIDENCE - UNIT 201, 2ND FLR | 2 BEDRM, 1 BATHRM | APPROX AREA 741 SF; APPROX TERRACE AREA 381 SF |
| RESIDENCE - UNIT 202, 2ND FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 792 SF; APPROX TERRACE AREA 624 SF |

| | | |
|---|---|---|
| RESIDENCE - UNIT 203, 2ND FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 792 SF; APPROX TERRACE AREA 564 SF |
| RESIDENCE - UNIT 204, 2ND FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 497 SF; APPROX TERRACE AREA 601SF |
| RESIDENCE - UNIT 205, 2ND FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 524 SF; APPROX TERRACE AREA 304 SF |
| RESIDENCE - UNIT 206, 2ND FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 497 SF; APPROX TERRACE AREA 192 SF |
| RESIDENCE - UNIT 207, 2ND FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 480 SF; APPROX TERRACE AREA 739 SF |
| RESIDENCE - UNIT 208, 2ND FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 540 SF; APPROX TERRACE AREA 411 SF |
| RESIDENCE - UNIT 209, 2ND FLR | 2 BEDRM, 1 BATHRM | APPROX AREA 783 SF; APPROX TERRACE AREA 419 SF |
| RESIDENCE - UNIT 210, 2ND FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 499 SF; APPROX TERRACE AREA 425 SF |
| RESIDENCE - UNIT 211, 2ND FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 500 SF; APPROX TERRACE AREA 194 SF |
| RESIDENCE - UNIT 212, 2ND FLR | 0 BEDRM, 1 BATHRM | APPROX AREA 433 SF; APPROX TERRACE AREA 88 SF |
| RESIDENCE - UNIT 213, 2ND FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 942 SF; APPROX TERRACE AREA 487 SF |
| RESIDENCE - UNIT 214, 314, 414, 514, 612 2ND - 6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 509 SF |
| RESIDENCE - UNIT 215, 315,415,515, 613 2ND - 6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 551 SF |
| RESIDENCE - UNIT 216, 316, 416, 516, 614 2ND -6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 542 SF |
| RESIDENCE - UNIT 217, 317, 417, 517, 615 2ND - 6TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 785 SF |
| RESIDENCE - UNIT 218, 318, 418, 518, 616 2ND - 6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 548 SF |
| RESIDENCE - UNIT 219, 319, 419, 519, 617 2ND - 6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 548 SF |
| RESIDENCE - UNIT 220, 320, 420, 520 2ND - 5TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 529 SF |
| RESIDENCE - UNIT 221, 321, 421, 521 2ND - 5TH FLR | 0 BEDRM, 1 BATHRM | APPROX AREA 365 SF |
| RESIDENCE - UNIT 222,322, 422, 522, 619 2ND - 6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 522 SF |
| RESIDENCE - UNIT 223, 323, 423, 523, 620 2ND - 6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 522 SF |
| RESIDENCE - UNIT 224, 324, 424, 524, 621 2ND - 6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 519 SF |
| RESIDENCE - UNIT 225, 325, 425, 525, 622, 2ND - 6TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 785 SF |
| RESIDENCE - UNIT 226, 326, 426, 526, 623 2ND-6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 679 SF |

| | | |
|---|---|---|
| RESIDENCE - UNIT 227,327,427,624, 2ND-4TH, 6TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 675 SF |
| RESIDENCE - UNIT 228, 328, 428, 2ND-4TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 673 SF |
| RESIDENCE - UNIT 229, 329, 429, 2ND-4TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 568 SF |
| RESIDENCE - UNIT 230,330, 430, 2ND-4TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 822 SF |
| RESIDENCE - UNIT 231, 2ND FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 909 SF; APPROX TERRACE AREA 427 SF |
| RESIDENCE - UNIT 232, 2ND FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 861 SF; APPROX TERRACE AREA 205 SF |
| RESIDENCE - UNIT 301, 401, 501, 601, 701 , 3RD-7TH FLR | 2 BEDRM, 1 BATHRM | APPROX AREA 741 SF |
| RESIDENCE - UNIT 302, 402, 502, 602, 702, 3RD-7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 792 SF; APPROX BALCONY AREA 108 SF |
| RESIDENCE - UNIT 303, 403, 503, 603, 703, 3RD-7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 792 SF; APPROX BALCONY AREA 108 SF |
| RESIDENCE - UNIT 304, 404, 504, 604, 704, 3RD-7TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 497 SF; APPROX BALCONY AREA 83 SF |
| RESIDENCE - UNIT 305, 405, 505,605,705, 3RD-7TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 524 SF; APPROX BALCONY AREA 83 SF |
| RESIDENCE - UNIT 306, 406, 506, 3RD-5TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 497 SF |
| RESIDENCE - UNIT 307, 407, 507, 3RD-5TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 480 SF; APPROX BALCONY AREA 71 SF |
| RESIDENCE - UNIT 308, 408, 508 3RD-5TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 540 SF; APPROX BALCONY AREA 71 SF |
| RESIDENCE - UNIT 309,409,509, 3RD-5TH FLR | 2 BEDRM, 1 BATHRM | APPROX AREA 783 SF |
| RESIDENCE - UNIT 310, 410, 510, 3RD-5TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 499 SF; APPROX BALCONY AREA 58 SF |
| RESIDENCE - UNIT 311, 411, 511, 3RD-5TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 500 SF; APPROX BALCONY AREA 58 SF |
| RESIDENCE - UNIT 312, 412, 512, 610, 710 3RD-7TH FLR | 0 BEDRM, 1 BATHRM | APPROX AREA 433 SF |
| RESIDENCE - UNIT 313, 413, 513, 611 , 3RD-6TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 942 SF; APPROX BALCONY AREA 100 SF |
| RESIDENCE - UNIT 331, 3RD FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 906 SF; APPROX TERRACE AREA 720 SF |
| RESIDENCE - UNIT 332, 3RD FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 871 SF; APPROX TERRACE AREA 456 SF |
| RESIDENCE - UNIT 333, 433, 3RD-4TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 543 SF |
| RESIDENCE - UNIT 431, 4TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 906 SF |
| RESIDENCE - UNIT 432, 4TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 871 SF |
| RESIDENCE - UNIT 527, 5TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 666 SF |
| RESIDENCE - UNIT 528, 5TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 888 SF; APPROX TERRACE AREA 699 SF |

| | | |
|---|---|---|
| RESIDENCE - UNIT 529, 5TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 956 SF; APPROX TERRACE AREA 980 SF |
| RESIDENCE - UNIT 530, 5TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 894 SF |
| RESIDENCE - UNIT 606,706, 6TH-7TH FLR | 0 BEDRM, 1 BATHRM | APPROX AREA 373 SF |
| RESIDENCE - UNIT 607, 6TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 734 SF; APPROX TERRACE AREA 515 SF |
| RESIDENCE - UNIT 608, 6TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 751 SF; APPROX TERRACE AREA 532 SF |
| RESIDENCE - UNIT 609,709, 6TH-7TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 468 SF; APPROX BALCONY AREA 58 SF |
| RESIDENCE - UNIT 618, 6TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 892 SF |
| RESIDENCE - UNIT 625, 6TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 882 SF; APPROX TERRACE AREA 502 SF |
| RESIDENCE - UNIT 626, 6TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 947 SF; APPROX TERRACE AREA502 SF |
| RESIDENCE - UNIT 707, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 758 SF |
| RESIDENCE - UNIT 708, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 774 SF |
| RESIDENCE - UNIT 711, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 819 SF; APPROX TERRACE AREA 197 SF; APPROX BALCONY AREA 100 SF |
| RESIDENCE - UNIT 712, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 806 SF; APPROX TERRACE AREA 154 SF |
| RESIDENCE - UNIT 713, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 817 SF; APPROX TERRACE AREA 148 SF |
| RESIDENCE - UNIT 714, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 809 SF; APPROX TERRACE AREA 148 SF |
| RESIDENCE - UNIT 715, 7TH FLR | 1 BEDRM, 1 BATHRM | APPROX AREA 536 SF |
| RESIDENCE - UNIT 716, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 807 SF; APPROX TERRACE AREA 148 SF |
| RESIDENCE - UNIT 717, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 808 SF; APPROX TERRACE AREA 148 SF |
| RESIDENCE - UNIT 718, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 817 SF; APPROX TERRACE AREA 147 SF |
| RESIDENCE - UNIT 719, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 1015 SF; APPROX TERRACE AREA 415 SF |
| RESIDENCE - UNIT 720, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 907 SF; APPROX TERRACE AREA 388 SF |
| RESIDENCE - UNIT 721, 7TH FLR | 2 BEDRM, 2 BATHRM | APPROX AREA 923 SF; APPROX BALCONY AREA 113 SF |
| RESIDENCE - UNIT 201, 2ND FLR | 2 BEDRM, 1 BATHRM | APPROX AREA 741 SF; APPROX TERRACE AREA 381 SF |

Fixtures and Appliances: Subject to Sponsor’s right to make substitutions as set forth in the offering plan, the following fixtures and appliances are specified for the Residential Units:

| ITEM | DESCRIPTION | | LOCATION |
|---|---|---|---|
| **Residential Unit Kitchen** | | | |
| 18" CUSTOM PANEL DW (ADA) | BOSCH | SPV68U53UC | APARTMENT KITCHEN, STUDIO AND 1BR UNITS |
| 24" CUSTOM PANEL DW | BOSCH | SHV863WD3N | APARTMENT KITCHEN, 2BR UNITS |
| 22" BUILT-IN CUSTOM PANEL BOTTOM FREEZER REFRIGERATOR | BLOMBERG | BRFB1051FFBIN | APARTMENT KITCHEN, STUDIO AND 1BR UNITS |
| 30" BUILT-IN CUSTOM PANEL BOTTOM FREEZER REFRIGERATOR | BLOMBERG | BRFB1920FBI | APARTMENT KITCHEN, 2BR UNITS |
| 24" GAS COOKTOP (ADA) | BOSCH | NGM5456UC | APARTMENT KITCHEN, STUDIO AND 1BR UNITS |
| 24" SPEED OVEN | BOSCH | HMC54151UC | APARTMENT KITCHEN, STUDIO AND 1BR UNITS |
| 30" GAS COOKTOP (ADA) | BOSCH | NGM5056UC | APARTMENT KITCHEN, 2BR UNITS |
| 30" SPEED OVEN | BOSCH | HMC80252UC | APARTMENT KITCHEN, 2BR UNITS |
| 24" RANGE HOOD FOR 24" COOKTOP | FABER | CRIS24SS300 | APARTMENT KITCHEN, STUDIO AND 1BR UNITS |
| 30" RANGE HOOD FOR 30" COOKTOP | FABER | CRIS30SS300 | APARTMENT KITCHEN, 2BR UNITS |
| STACK KIT | BOSCH | WTZ20410 | APARTMENT LAUNDRY, 2BR UNITS |
| **Residential Unit Laundry** | | | |
| 24" COMPACT WASHER | BOSCH | WAT28401UC | APARTMENT LAUNDRY<br>(ALL UNITS NOT LISTED BELOW) |
| 24" COMPACT CONDENSATION DRYER | BOSCH | WTG86401UC | APARTMENT LAUNDRY LOW<br>(ALL UNITS NOT LISTED BELOW) |
| COMPACT WASHER/ DRYER | LG | WM3488HW | APARTMENT KITCHEN, UNITS 210,211,212, 221, 310, 311, 312, 321, 410, 411, 412, 421, 510, 511, 521, 609, 610, 709, 710 |

Finish Schedule: Subject to Sponsor's right to make substitutions as set forth in the offering plan, the following finishes are specified for the typical Residential Unit:

Kitchen countertops and cabinets: Kitchen cabinets are specified to be wood veneer and plastic laminate finish.

Painting: Within residential units, walls are specified to receive 1 primer coat and 2 finish coats and all ceilings to receive 1 primer coat and 1 finish coat.

Wood Flooring: In residential units, the engineered wood flooring is specified to be Camaret Oak, Style number: 203UV, Color name: Sherwood 5010, Color number: 00305, Manufactured by Shaw Contract, or approved equal. Specified wood flooring comes with 5 year limited warranty.

| Location | Floor | Base | Walls | Ceiling | Remarks |
|---|---|---|---|---|---|
| APARTMENT | ENGINEERED WOOD FLOORING | PAINTED WOOD TRIM | 5/8" SHEETROCK-PAINTED | HUNG 5/8" SHEETROCK-PAINTED, OR CONCRETE WITH FINISHING COMPOUND | |
| APARTMENT KITCHEN | ENGINEERED WOOD FLOORING | PAINTED WOOD TRIM | 5/8" SHEETROCK-PAINTED, PORCELAIN TILE | HUNG 5/8" SHEETROCK-PAINTED | |
| APARTMENT BEDROOM | ENGINEERED WOOD FLOORING | PAINTED WOOD TRIM | 5/8" SHEETROCK-PAINTED | HUNG 5/8" SHEETROCK-PAINTED, OR CONCRETE WITH FINISHING COMPOUND | |
| APARTMENT BATHROOM (BATHTUB) | PORCELAIN TILE | | PORCELAIN TILE | HUNG 5/8" M.R. SHEETROCK-PAINTED | |
| APARTMENT BATHROOM (SHOWER) | PORCELAIN TILE | | PORCELAIN TILE | HUNG 5/8" M.R. SHEETROCK-PAINTED | |
| APT CLOSET | ENGINEERED WOOD FLOORING | PAINTED WOOD TRIM | 5/8" SHEETROCK-PAINTED | HUNG 5/8" SHEETROCK-PAINTED | |
| APT W/D CLOSET | ENGINEERED WOOD FLOORING | PAINTED WOOD TRIM | 5/8" SHEETROCK-PAINTED | HUNG 5/8" SHEETROCK-PAINTED | |

Fixture Schedule: Subject to Sponsor's right to make substitutions as set forth in the offering plan, the following fixtures are specified for the typical Residential Unit:

| Item | Location | Model | Manuf. | Finish | Remarks |
|---|---|---|---|---|---|
| **Apartment Bathrooms** | | | | | |
| BATHROOM FAUCET | APARTMENT BATHROOMS | 7105857.002 | AMERICAN STANDARD | POLISHED CHROME | |

| | | | | | |
|---|---|---|---|---|---|
| BATHROOM SINK | APARTMENT BATHROOMS | 0614.000.020 | AMERICAN STANDARD | WHITE | |
| TOILET | APARTMENT BATHROOMS | 2891.128.020 | AMERICAN STANDARD | WHITE | |
| SHOWER HEAD & MAIN SHOWER CONTROL (FOR TUB & SHOWER) | APARTMENT BATHROOMS | TU105507.002 | AMERICAN STANDARD | POLISHED CHROME | |
| ROUGH VALVE FOR SHOWER TRIM (FOR TUB & SHOWER) USE TOGETHER WITH PF-6 | APARTMENT BATHROOMS | RU101 | AMERICAN STANDARD | - | |
| TUB SPOUT (FOR TUB) | APARTMENT BATHROOMS | 8888.316.002 | AMERICAN STANDARD | POLISHED CHROME | |
| DIVERTER TRIM (FOR TUB & SHOWER) | APARTMENT BATHROOMS | T105.430.002 | AMERICAN STANDARD | POLISHED CHROME | |
| 2-WAY DIVERTER ROUGH VALVE (FOR SHOWER) | APARTMENT BATHROOMS | R422 | AMERICAN STANDARD | - | |
| 3-WAY DIVERTER ROUGH VALVE (FOR TUB) | APARTMENT BATHROOMS | R433 | AMERICAN STANDARD | - | |
| HAND SHOWER | APARTMENT BATHROOMS | 1660.766.002 | AMERICAN STANDARD | POLISHED CHROME | |
| HAND SHOWER HOSE | APARTMENT BATHROOMS | 8888.053.002 | AMERICAN STANDARD | POLISHED CHROME | |
| SHOWER SLIDE BAR | APARTMENT BATHROOMS | 1660.730.002 | AMERICAN STANDARD | POLISHED CHROME | |
| SHOWER WALL SUPPLY | APARTMENT BATHROOMS | 8888.068.002 | AMERICAN STANDARD | POLISHED CHROME | |
| 5' TUB | APARTMENT BATHROOMS | 2392/3.202.020 | AMERICAN STANDARD | WHITE | |
| TUB DRAIN (FOR TUB) | APARTMENT BATHROOMS | 1583.470.002 | AMERICAN STANDARD | POLISHED CHROME | |

| Item | Location | Model | Manuf. | Finish | Remarks |
|---|---|---|---|---|---|
| **Apartment Kitchens** | | | | | |
| KITCHEN ISLAND SINK FAUCET | APARTMENT ISLAND SINK KITCHENS | 4931.300.002 | AMERICAN STANDARD | POLISHED CHROME | |
| APT KITCHEN FAUCET | APARTMENT KITCHENS | 4803100.002 | AMERICAN STANDARD | POLISHED CHROME | |
| KITCHEN SINK | APARTMENT KITCHENS | 18SB6252211.075 | AMERICAN STANDARD | STAINLESS STEEL | |

X. Fixture Schedule for spaces other than units:

| Item | Location | Model | Manuf. | Finish | Remarks |
|---|---|---|---|---|---|
| **Second Floor Amenity Space** | | | | | |
| AMENITY KITCHEN FAUCET | AMENITY KITCHEN | 4931.300.002 | AMERICAN STANDARD | POLISHED CHROME | |
| AMENITY KITCHEN SINK | AMENITY KITCHEN | 18SB6252211.075 | AMERICAN STANDARD | STAINLESS STEEL | |
| AMENITY RESTROOM FAUCET | AMENITY RESTROOM | 7105857.002 | AMERICAN STANDARD | POLISHED CHROME | |
| AMENITY RESTROOM SINK | AMENITY RESTROOM | 0614.000.020 | AMERICAN STANDARD | WHITE | |
| AMENITY RESTROOM TOILET | AMENITY RESTROOM | 2234.528.020<br>SEAT: #5901.100 | AMERICAN STANDARD | WHITE | |
| GYM WATER COOLER | AMENITY - GYM | MODEL EZSTLDDWSLK | ELKAY | LIGHT GRAY GRANITE | |
| AMENITY LOUNGE FIREPLACE | AMENITY LOUNGE | MODEL: C620<br>STYLE: SINGLE SIDED SIDE LEFT INTAKE<br>ACCESSORY OPTIONS: GLASS MEDIA ICE HW1157<br>BURNER STYLES: HIGH-LOW | MONTIGO | GLASS | |
| **Common Laundry Room at Cellar Level** | | | | | |
| UTILITY SINK FAUCET | CELLAR LAUNDRY ROOM | K-830T40-4A-CP | KOHLER | POLISHED CHROME | |
| UTILITY SINK | CELLAR LAUNDRY ROOM | K-12784-0 | KOHLER | WHITE | |

Finish Schedule: Subject to Sponsor's right to make substitutions as set forth in the offering plan, the following finishes are specified for Common Areas:

| Location | Floor | Base | Walls | Ceiling | Remarks |
|---|---|---|---|---|---|
| **Residential Lobby** | | | | | |
| LOBBY | PORCELAIN TILE | PORCEILAN TILE, STONE, PAINTED WOOD BASE | 5/8" SHEETROCK-PAINTED, WALL COVERING, STONE, METAL, FABRIC PANEL | HUNG 5/8" SHEETROCK-PAINTED | |
| MAIN CORRIDOR | PORCELAIN TILE | PAINTED WOOD BASE | PORCELAIN TILE, WALL COVERING | HUNG 5/8" SHEETROCK-PAINTED | |
| AMENITY BATHROOM | PORCELAIN TILE | | PORCELAIN TILE | HUNG 5/8" SHEETROCK-PAINTED | |
| MAILROOM | PORCELAIN TILE | | PORCELAIN TILE, WALL COVERING | HUNG 5/8" SHEETROCK-PAINTED | |
| PACKAGE ROOM | PORCELAIN TILE | PORCELAIN TILE | 5/8" SHEETROCK-PAINTED | HUNG 5/8" SHEETROCK-PAINTED | |
| **Second Floor Amenity Space** | | | | | |
| AMENITY LOUNGE | PORCELAIN TILE | POCELAIN TILE | WALL COVERING, PORCELAIN TILE | HUNG 5/8" SHEETROCK-PAINTED | |
| GYM | RUBBER FLOORING | VINYL BASE, METAL BASE | MIRROR, WOOD SLAT, WALL COVERING | HUNG 5/8" SHEETROCK-PAINTED | |
| CHILDREN'S PLAY ROOM | LUXURY VINYL TILE | VINYL BASE | 5/8" SHEETROCK-PAINTED, WALL COVERING, CHALKBOARD PAINT | HUNG 5/8" SHEETROCK-PAINTED, WOOD PANEL | |
| BUSINESS CENTER | ENGINEERED WOOD FLOORING | PAINTED WOOD TRIM | WALL COVERING | HUNG 5/8" SHEETROCK-PAINTED | |
| CONFERENCE ROOM | CARPET | PAINTED WOOD TRIM | WALL COVERING | HUNG 5/8" SHEETROCK-PAINTED | |
| AMENITY BATHROOM | PORCELAIN TILE | | PORCELAIN TILE | HUNG 5/8" SHEETROCK-PAINTED | |
| AMENITY CORRIDOR | CARPET | PAINTED WOOD TRIM | WALL COVERING | HUNG 5/8" SHEETROCK-PAINTED | |

Appliance Schedule: Subject to Sponsor's right to make substitutions as set forth in the offering plan, the following finishes are specified for Common Areas:

| ITEM | DESCRIPTION | LOCATION |
|---|---|---|
| **Second Floor Lounge** | | |
| 36" ELECTRIC COOKTOP | BOSCH "NET8668UC" | AMENITY LOUNGE |
| 30" BUILT-IN CUSTOM PANEL SINGLE DOOR REFRIGERATOR | BOSCH "B30IR905SP" | AMENITY LOUNGE |
| AMENITY HOOD | TBD | AMENITY LOUNGE |
| 24" GYM - BEVERAGE COOLER | SUMMIT "ALBV2466" | GYM |
| **Common Laundry Room at Cellar Level** | | |
| 27" WASHER @ COMMON LAUNDRY ROOM | "CROSSOVER BY WASCOMAT" WHLFP817DC | CELLAR LAUNDRY ROOM |
| 31" DRYER @ COMMON LAUNDRY ROOM | "CROSSOVER BY WASCOMAT" D7-300S | CELLAR LAUNDRY ROOM |

**Abbreviations**

| | | | |
|---|---|---|---|
| A/C | AIR CONDITIONING | LOC. | LOCATION |
| APT(S) | APARTMENT(S) | MECH'L | MECHANICAL |
| C.M.U. | CONCRETE MASONRY UNIT | | |
| DO. | DITTO | RM(S) | ROOM(S) |
| ELEC'L | ELECTRICAL | RESIST. | RESISTANT |
| EQUIP. | EQUIPMENT | TBD | TO BE DETERMINED |
| FL(S) | FLOOR(S) | V.C.T. | VINYL COMPOSITE TILE |
| F.C. | FIRE CODE | WR | WATER RESISTANT |

Y. Safety and warning devices:

***This section has been reviewed by the project's licensed electrical engineer. See Appendix B for signature and seal.***

1. Fire Alarm System

The fire alarm signaling system for this project is specified to be provided so as to conform to all applicable codes. This system will include the following:
Addressable type smoke detectors are specified to be provided in all mechanical rooms, electrical rooms, telecom rooms, elevator lobbies, elevator machine rooms, top of elevator shaft, large storage rooms and top of stair.
Addressable type manual pull station is specified behind the main entrance desk at the fire command station.
Addressable type heat detectors are specified at the boiler room and compactor room.
Addressable type carbon monoxide detectors are specified at the boiler room.
Addressable system monitoring and control relays are specified where required.
Fire command station with central office communication is specified to be provided in the building lobby.
Sprinkler and standpipe alarm systems – water flows and tamper switches will be monitored by fire alarm system.
Duct smoke detectors (on supply and return) and automatic control (stopping) of air handling systems in response to signal from the fire protective alarm system for HVAC units over 2000 CFM. Fan shut down system.

2. Fire Department in Building Auxiliary Radio Communication System (ARCS)

ARCs system not provided/required.

3. Combination Smoke/Carbon Monoxide Alarms

Hard-wired combination smoke/carbon monoxide alarms with sounder base are specified to be provided within all sleeping areas in the Residential Units and at most fifteen (15) feet outside of the sleeping areas. These hard-wired combination smoke/carbon monoxide alarms also have battery backup and they are all interconnected. In the event that one combination smoke/carbon monoxide alarm goes off all of the combination smoke/carbon monoxide will alarm in the dwelling unit.

4. Safety and Warning Devices:

The building is specified to be fully sprinklered throughout by a combination fire standpipe and wet sprinkler system in accordance with NFPA, the Building Code and Fire Code.
Each Residential Unit is specified be provided with an intercom system, permitting the occupants to communicate verbally with the residential lobby front desk.

Z. Additional Information - Dimensions of Units:

All dimensions are approximate. Living areas, specifications, and materials may vary due to Construction field conditions, requirements, and availabilities. Square footages of the units are measured to exterior side of glass or the exterior walls at building line and/or property line; to the midpoint of the interior walls and partitions separating one unit from another unit; to the exterior of the walls and partitions separating the unit from the public corridor; or the midpoint of walls and partitions separating a unit from stairs, elevators and other Mechanical equipment spaces or any common elements. Exterior terrace area is measured from the exterior face of the unit wall to the exterior side of the terrace wall or railing. Square footages shown exceed the useable floor area.

Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. The method of measurement is applicable to all Units.

See Unit plans and other plans, which accompany this report.

AA. Additional Tests:

No additional tests are planned by the Sponsor, other than those stated above.

BB. Further Development of the Site:

No further development of the site is planned by the Sponsor.
Tenant Protection Plan (TPP): As required under Section 28-120.1 of the New York City Building Code since the Building is expected to be occupied by Unit Owners and/or tenants prior to the time when a FCO can be obtained, a tenant protection plan will be distributed to each occupant who will be occupying any dwelling units of the Building during construction. The Post-Closing Amendment to the Plan will state whether the tenant protection plan has been distributed to the Unit Owners.

CC. Asbestos:

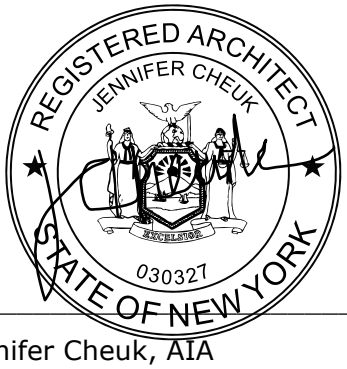
As a new building, no asbestos is specified to be used in its construction.

DD. Lead-Based Paint

As a new building, no lead-based paint is specified to be used in its finishes.

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cutouts. The Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

The foregoing report by our firm constitutes a true, correct and complete Description of the Property to be located at 143-58 38th Ave, Flushing, NY 11354




Jennifer Cheuk, AIA

5/23/24
Date

**Appendix A:**
**Structural Engineer**

Where noted, section H has been reviewed by the project's New York State licensed professional engineer and constitutes a true, correct and complete Description of the Property to be located at 143-58 38th Ave, Flushing, NY 11354

Silvian Marcus

Name

05/23/24

Date



**Appendix B**
**Mechanical, Electrical and Plumbing Engineer**

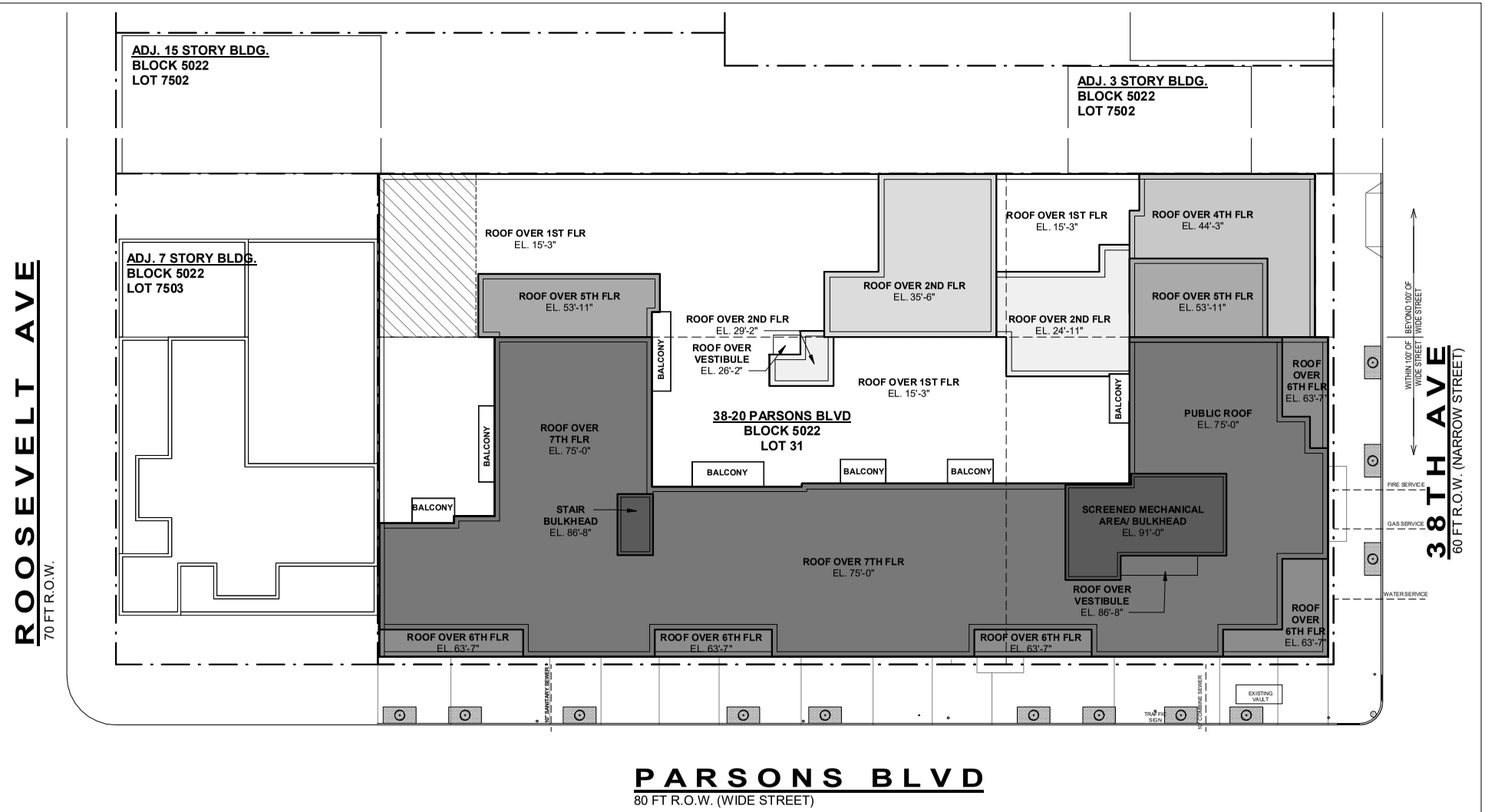
The noted sections have been reviewed by the project's New York State licensed professional engineer and constitutes a true, correct and complete Description of the Property to be located at 143-58 38th Ave, Flushing, NY 11354




Name

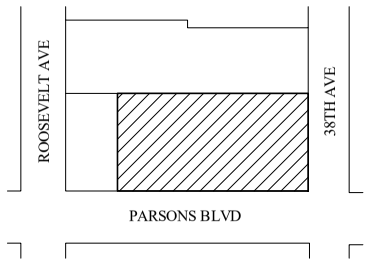
05/06/2024
Date

# FLOORPLANS




# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

SITE PLAN



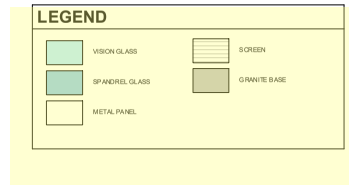

BLOCK: 5022
LOT: 31

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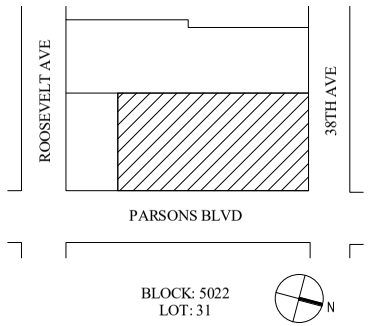
DATE: 03/21/2024






# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

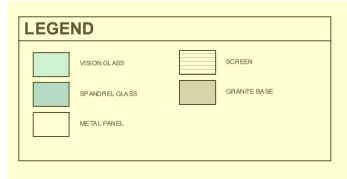
## EAST ELEVATION




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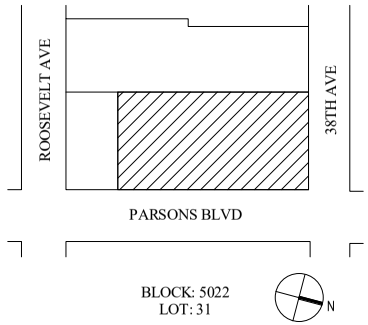
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# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## WEST ELEVATION




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NORTH ELEVATION

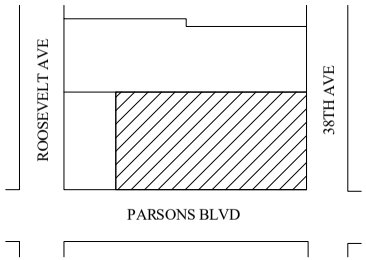
SOUTH ELEVATION

LEGEND

- VISION GLASS
- SPANDREL GLASS
- METAL PANEL
- SCREEN
- GRANITE BASE

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

NORTH AND SOUTH
ELEVATIONS



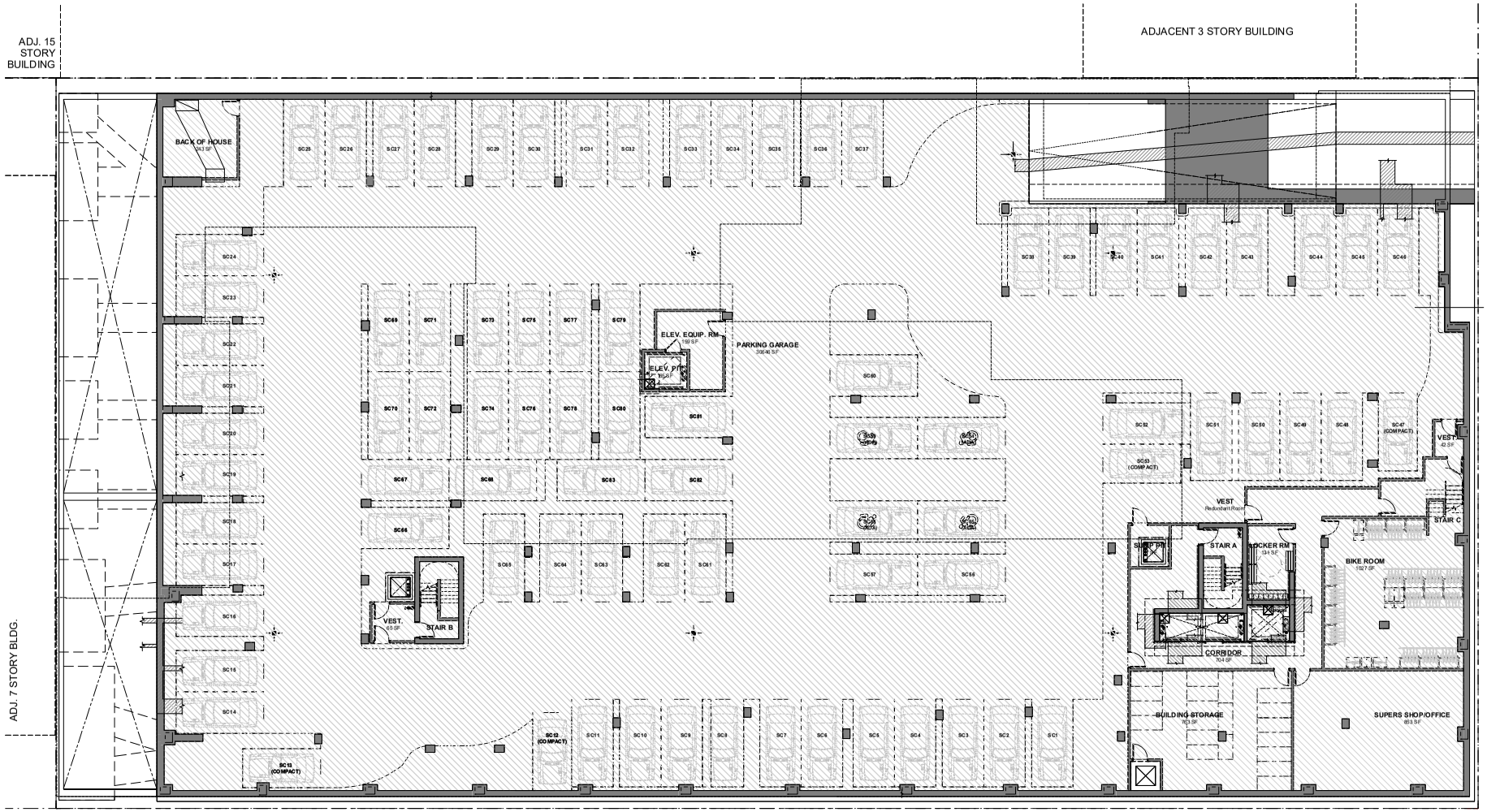

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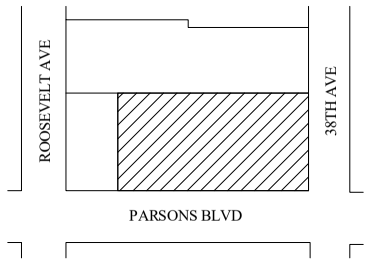



**LEGEND**

RESIDENTIAL - COMMON

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## SUB-CELLAR FLOOR PLAN

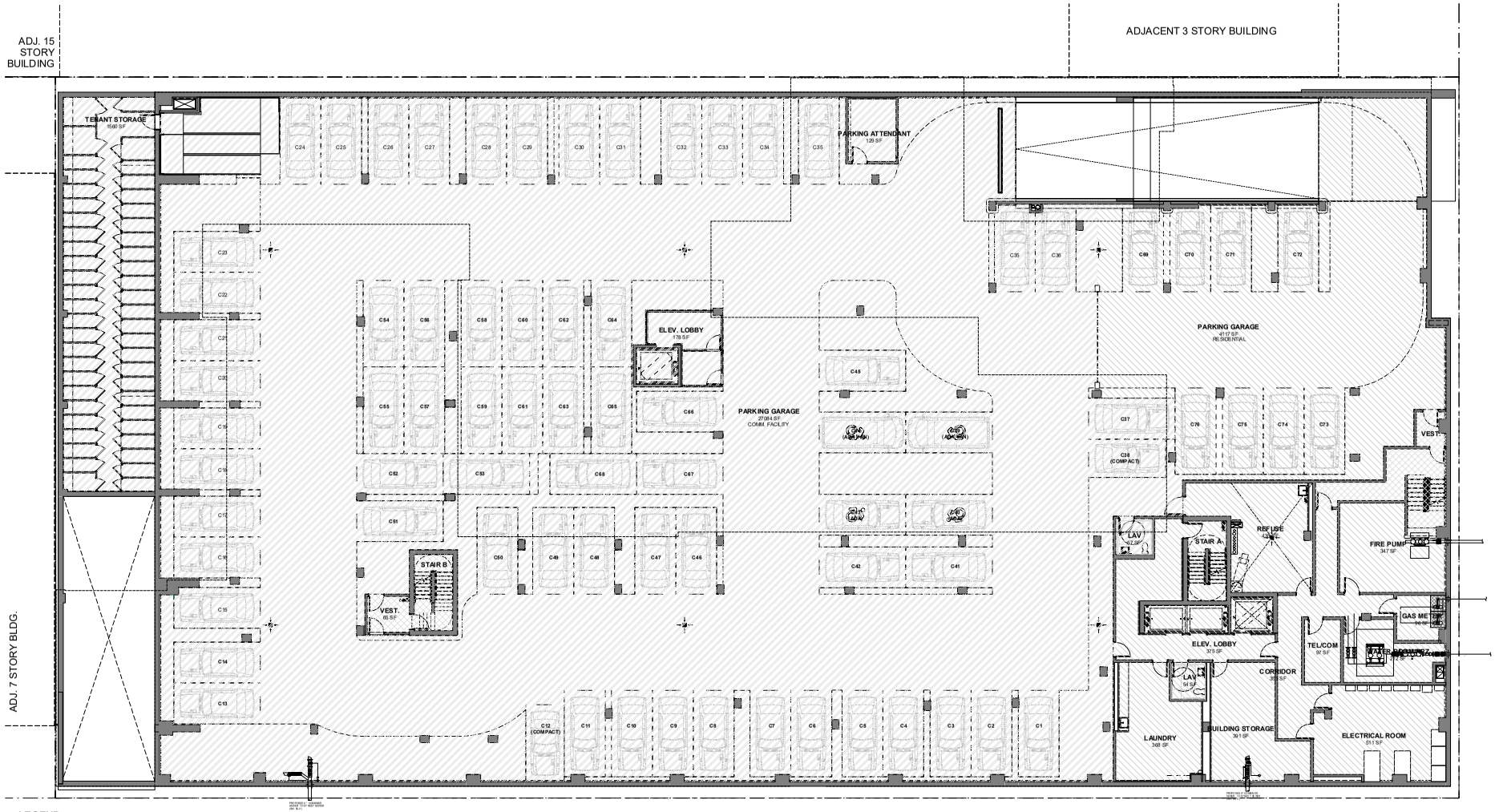



BLOCK: 5022
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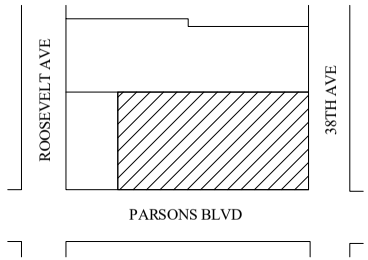



**LEGEND**

- BUILDING - COMMON
- RESIDENTIAL - COMMON
- COMMUNITY FACILITY - COMMON

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## CELLAR FLOOR PLAN

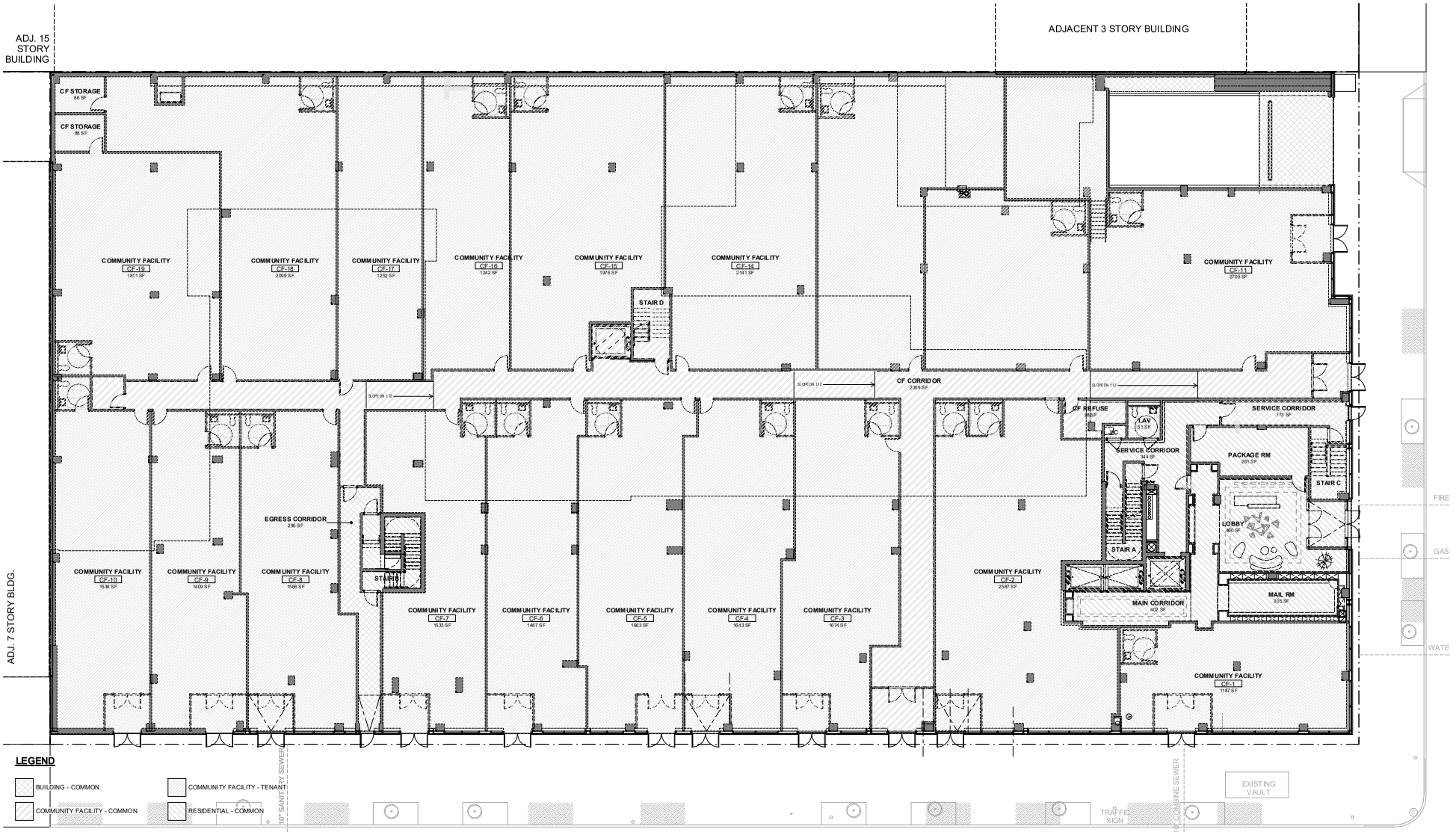



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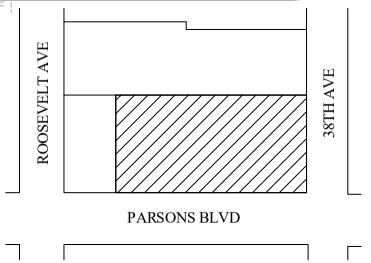
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# 143-58 38TH AVENUE
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## FIRST FLOOR PLAN

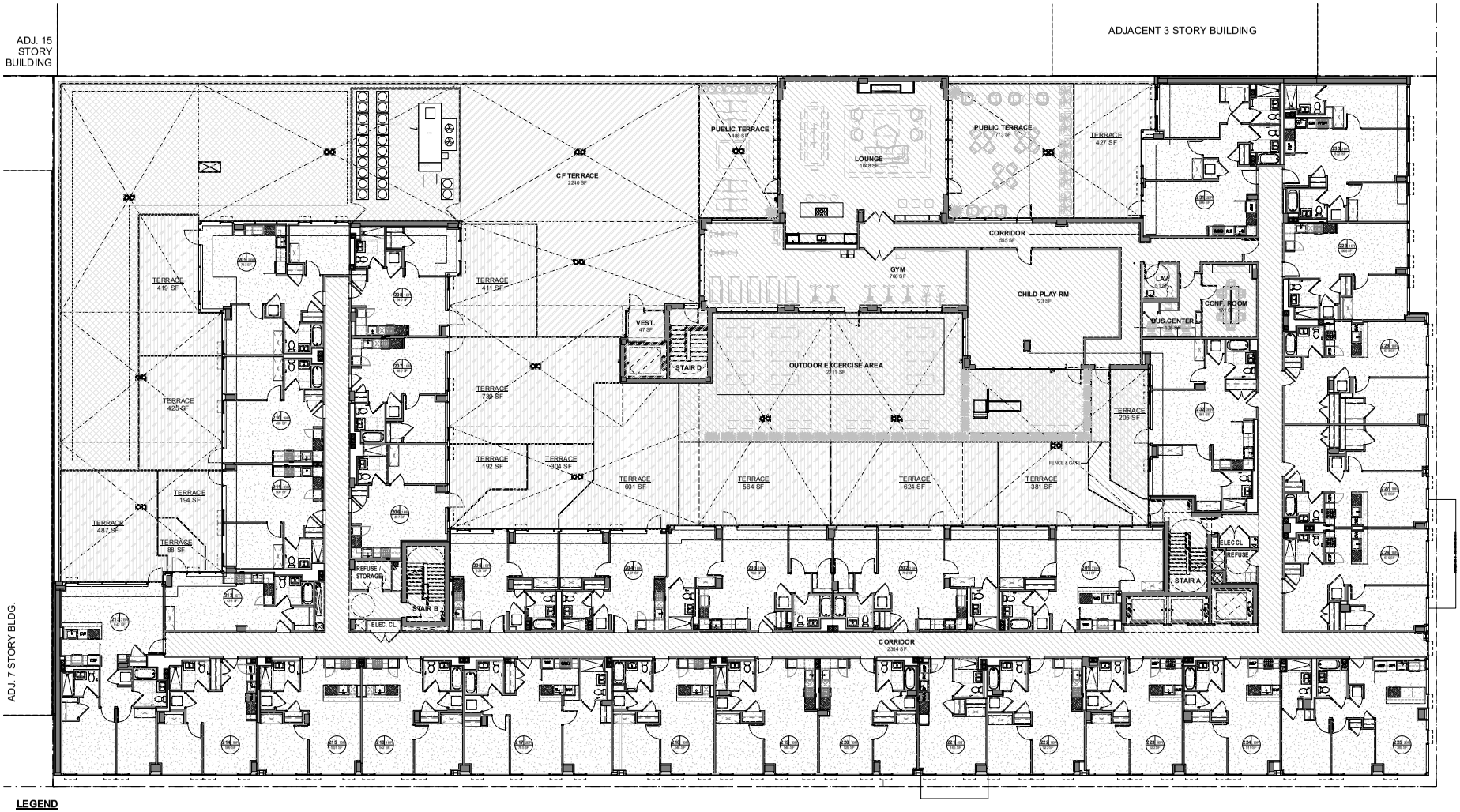



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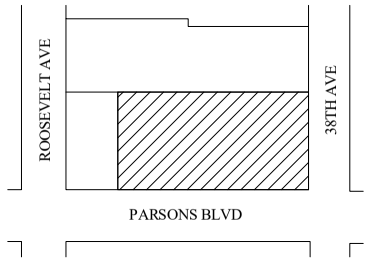



**LEGEND**

- BUILDING - COMMON
- RESIDENTIAL
- RESIDENTIAL LIMITED COMMON
- COMMUNITY FACILITY - COMMON
- RESIDENTIAL - COMMON

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## SECOND FLOOR PLAN

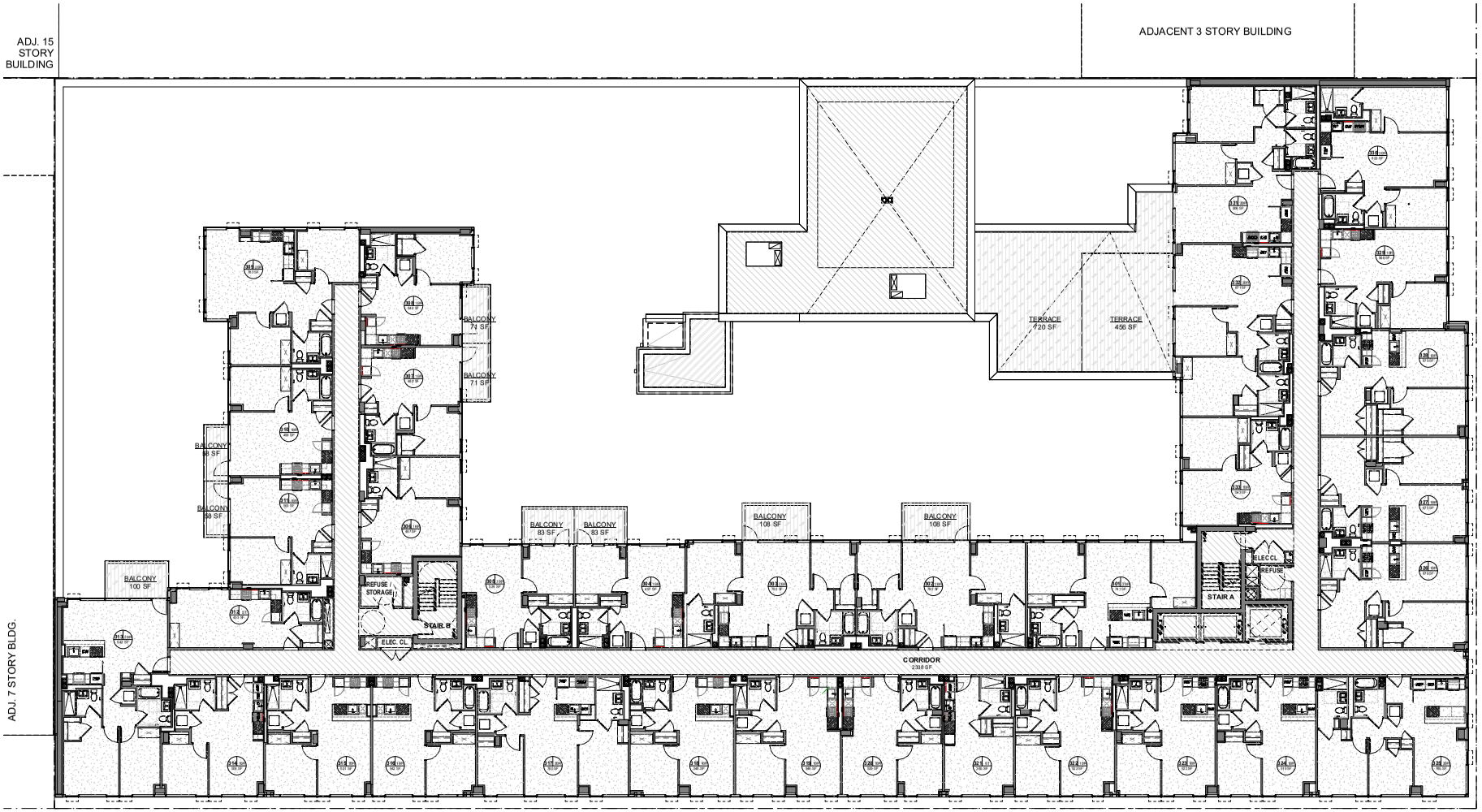



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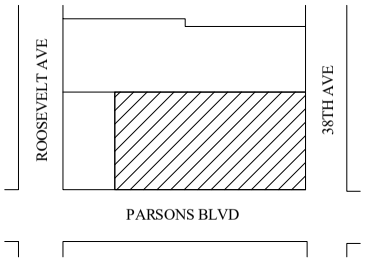



**LEGEND**

- COMMUNITY FACILITY - COMMON
- RESIDENTIAL - COMMON
- RESIDENTIAL
- RESIDENTIAL LIMITED COMMON

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## THIRD, FOURTH FLOOR PLAN



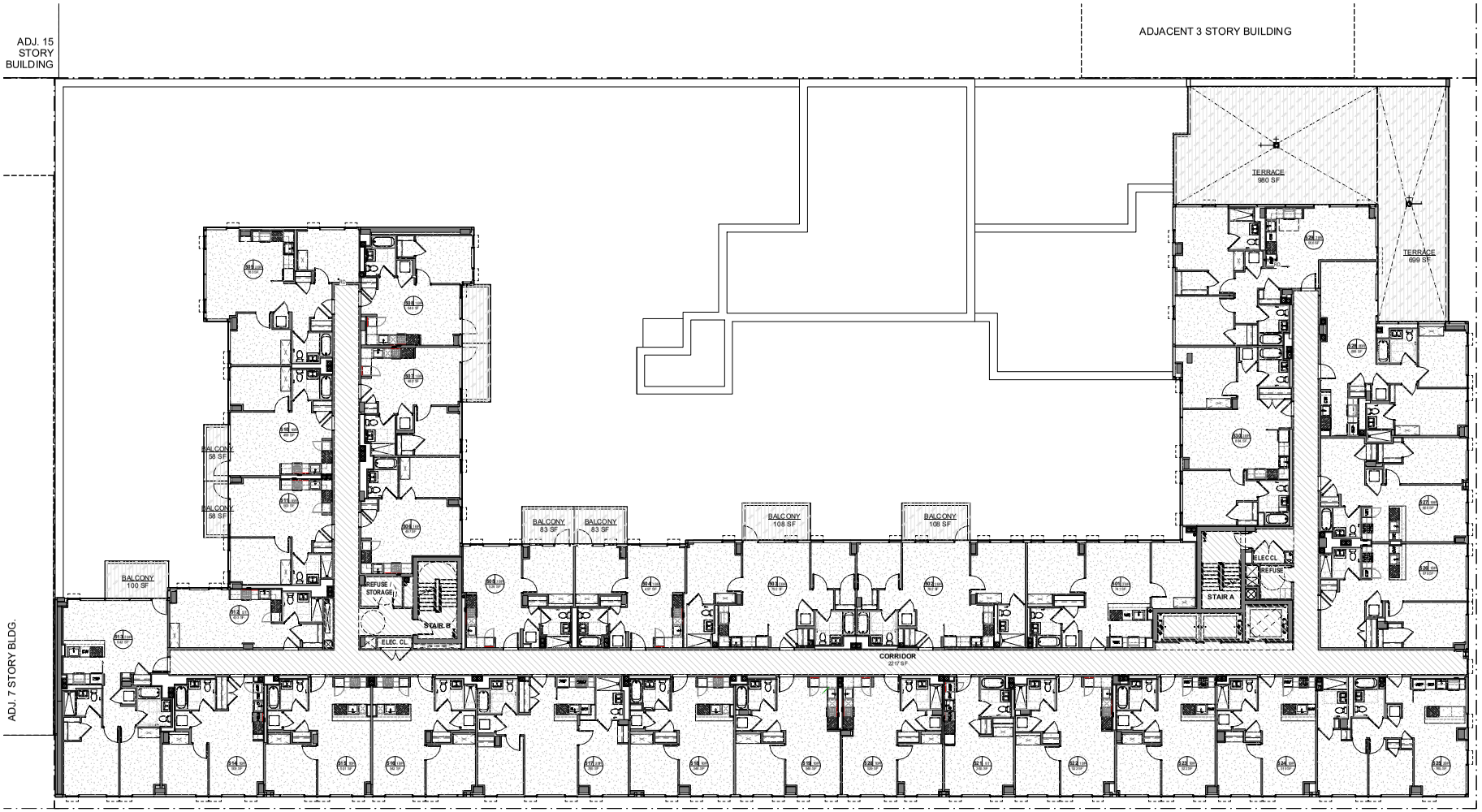

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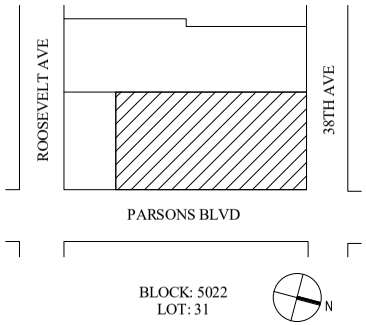
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RESIDENTIAL LIMITED COMMON

RESIDENTIAL - COMMON

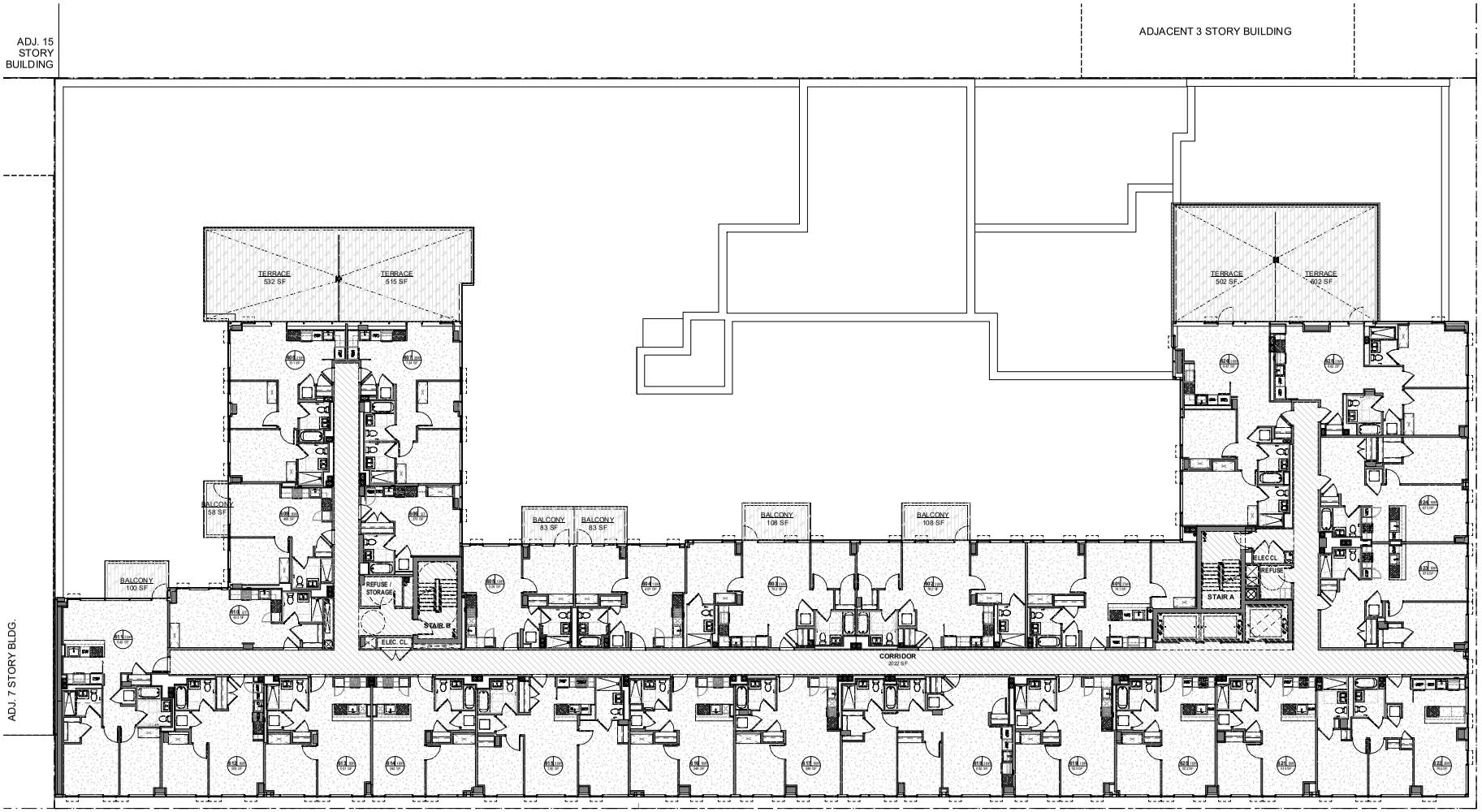
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## FIFTH FLOOR PLAN




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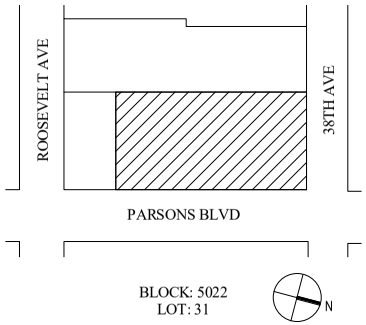
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RESIDENTIAL LIMITED COMMON

RESIDENTIAL - COMMON

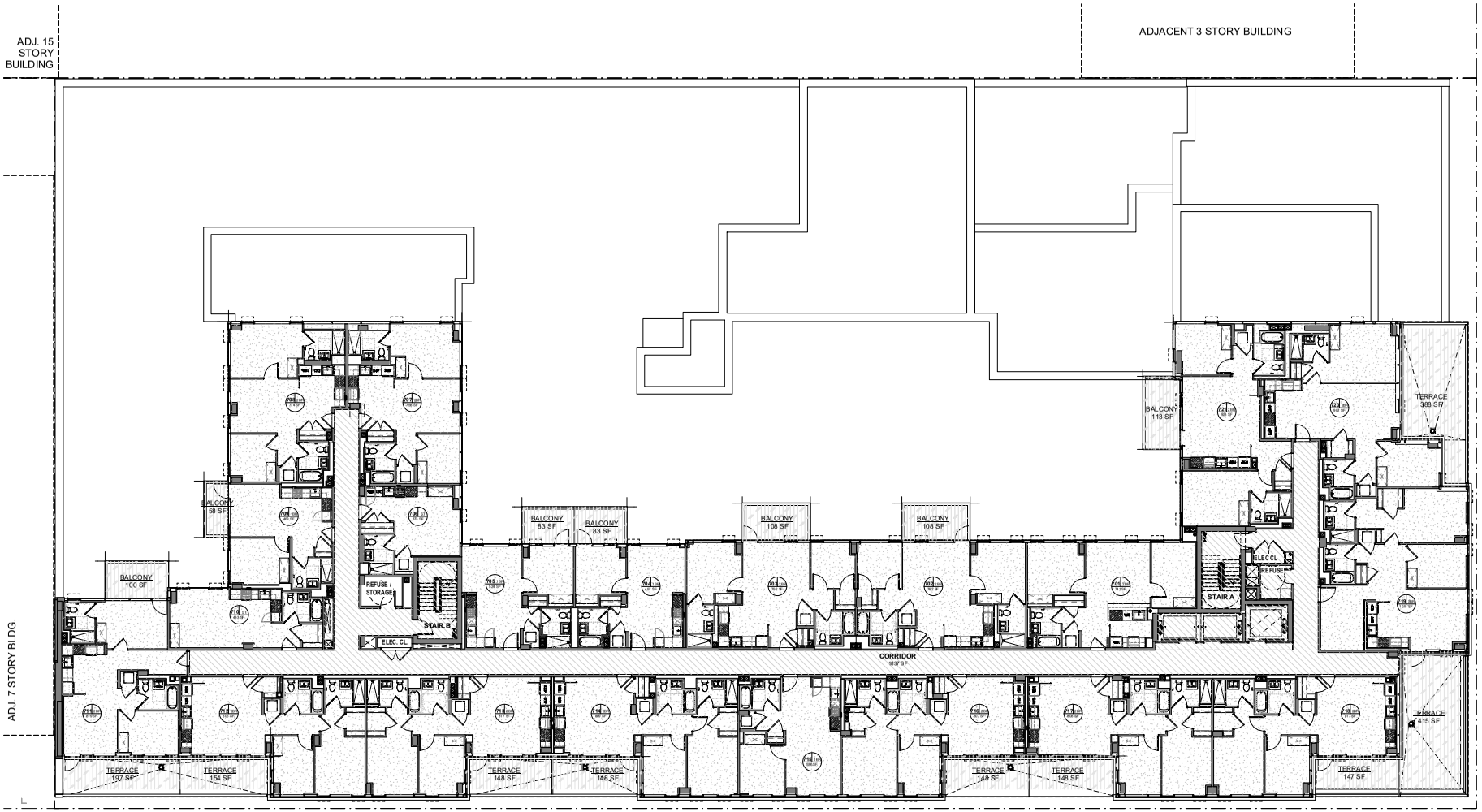
# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## SIXTH FLOOR PLAN




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**LEGEND**

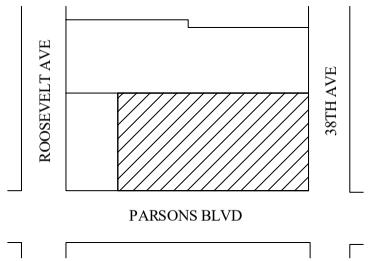
RESIDENTIAL

RESIDENTIAL LIMITED COMMON

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# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## SEVENTH FLOOR PLAN



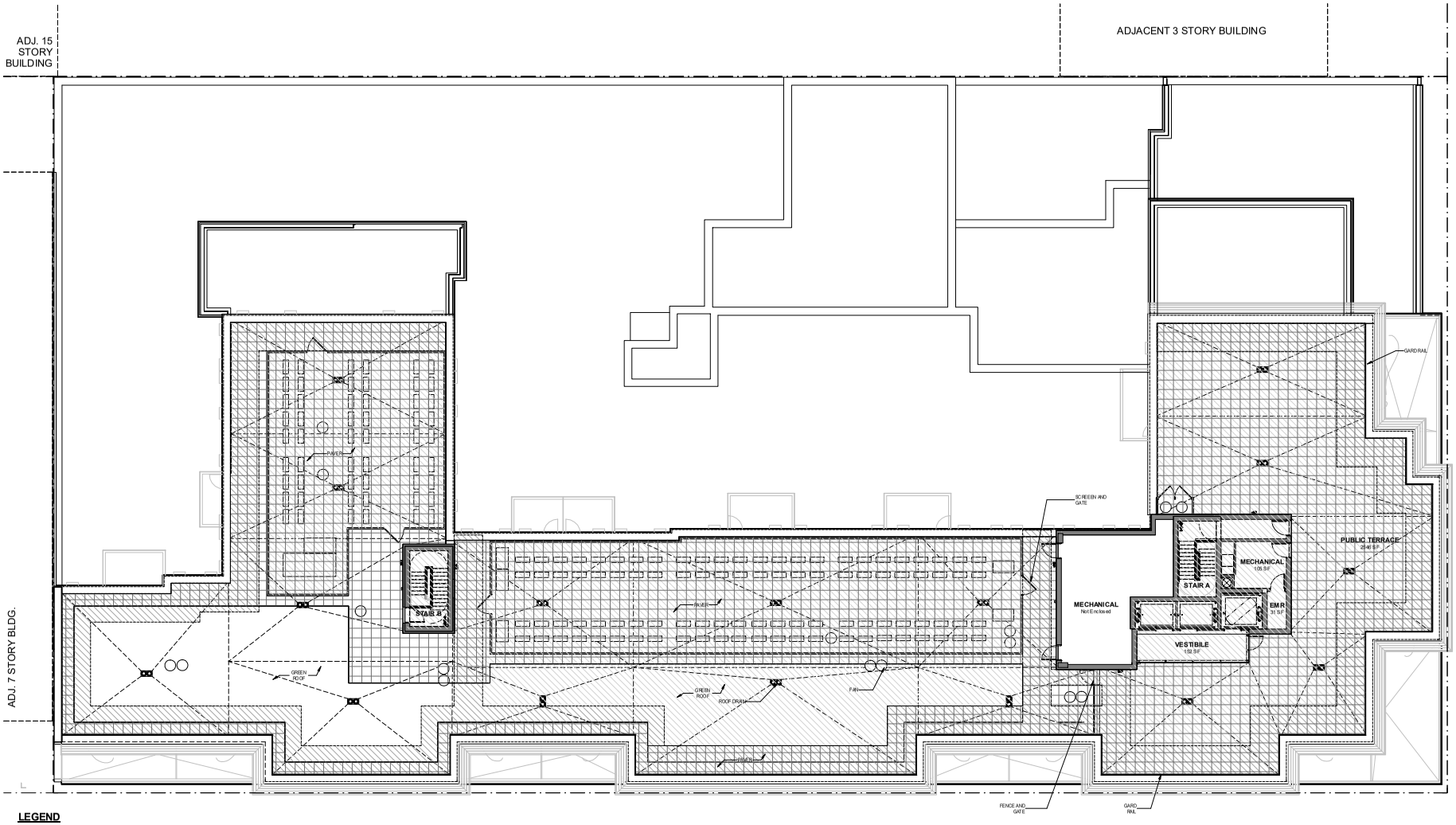

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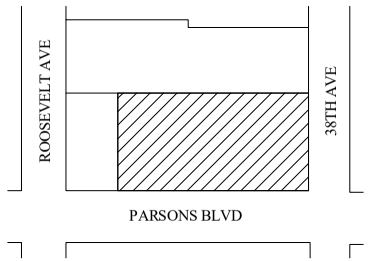



**LEGEND**

RESIDENTIAL - COMMON

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## ROOF PLAN




BLOCK: 5022
LOT: 31

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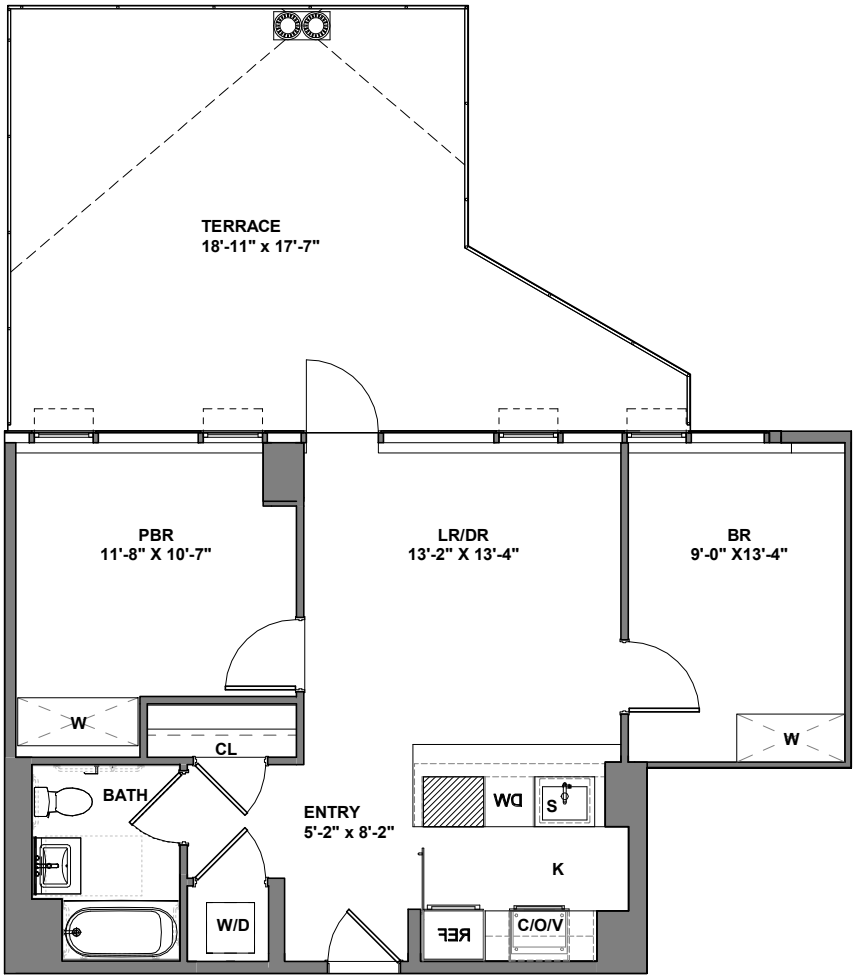
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**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

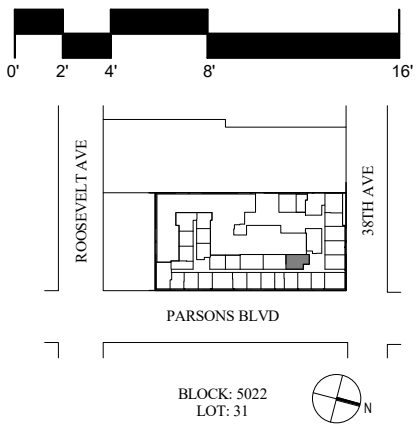



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 201, 2ND FLR

2 BEDRM, 1 BATHRM
APPROX AREA 741 SF; APPROX TERRACE AREA 381 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





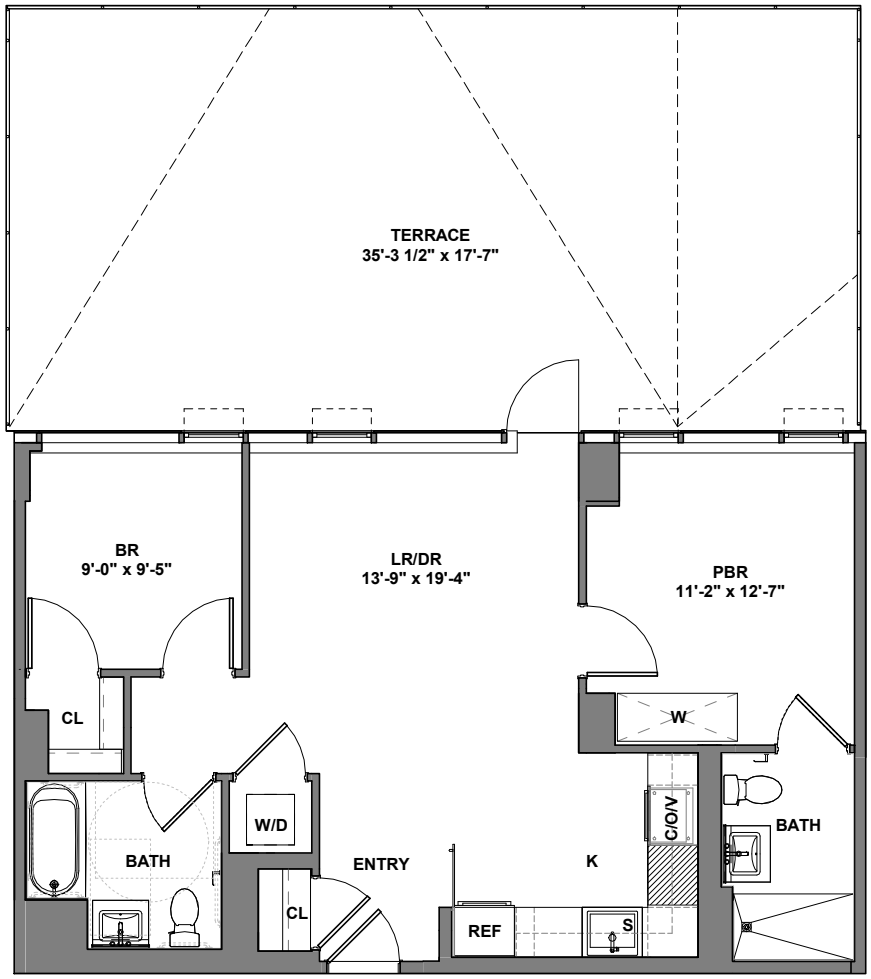
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**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

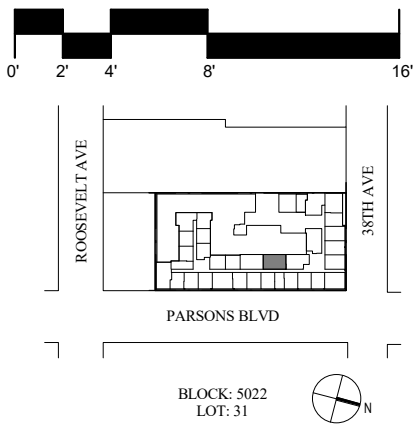



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 202, 2ND FLR

2 BEDRM, 2 BATHRM
APPROX AREA 792 SF; APPROX TERRACE AREA 624 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





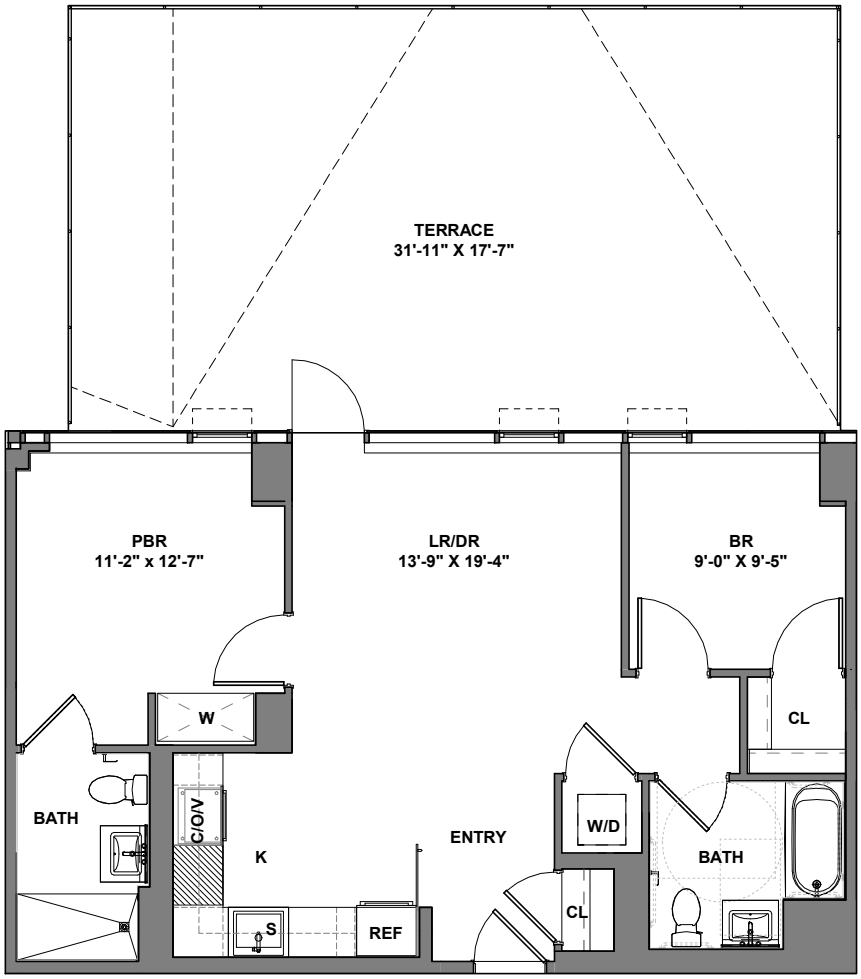
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DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

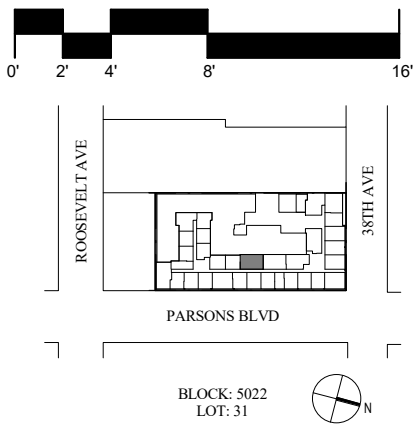



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 203, 2ND FLR

2 BEDRM, 2 BATHRM
APPROX AREA 792 SF; APPROX TERRACE AREA 564 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





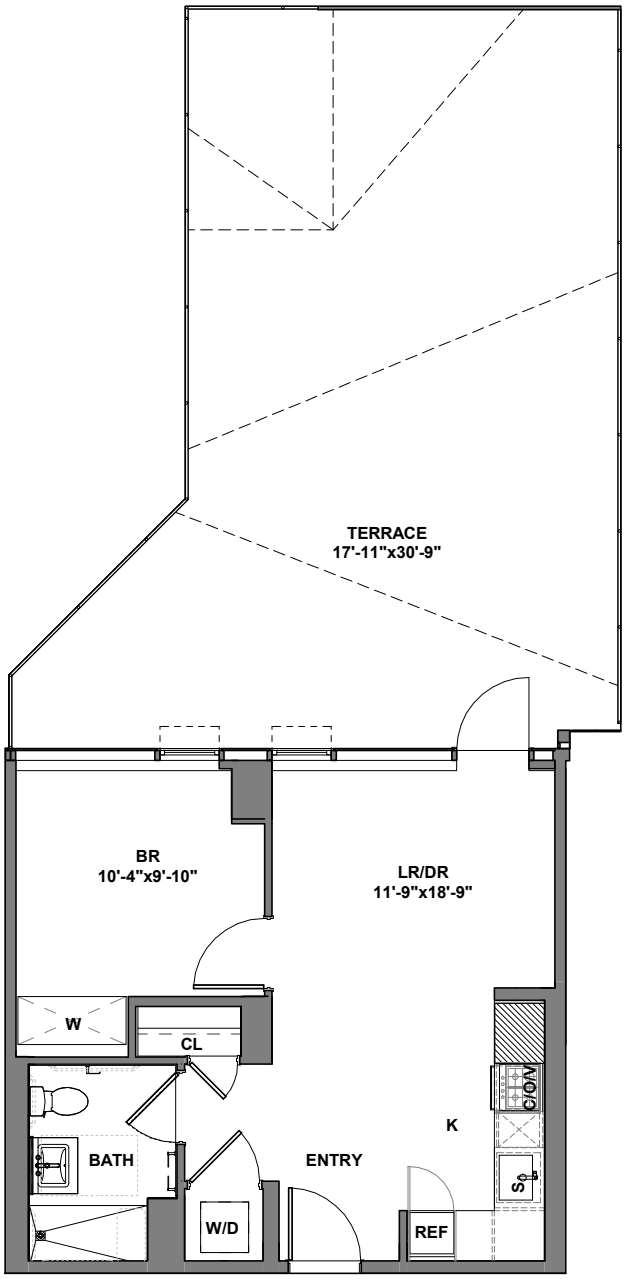
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ARCHITECTS AND PLANNERS 381 PARK AVENUE SOUTH
212.421.3712 NEW YORK, NY 10016

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DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

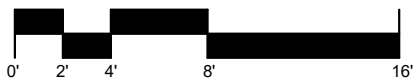


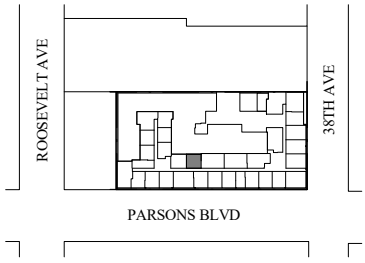

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 204, 2ND FLR

1 BEDRM, 1 BATHRM
APPROX AREA 497 SF; APPROX TERRACE AREA 601SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





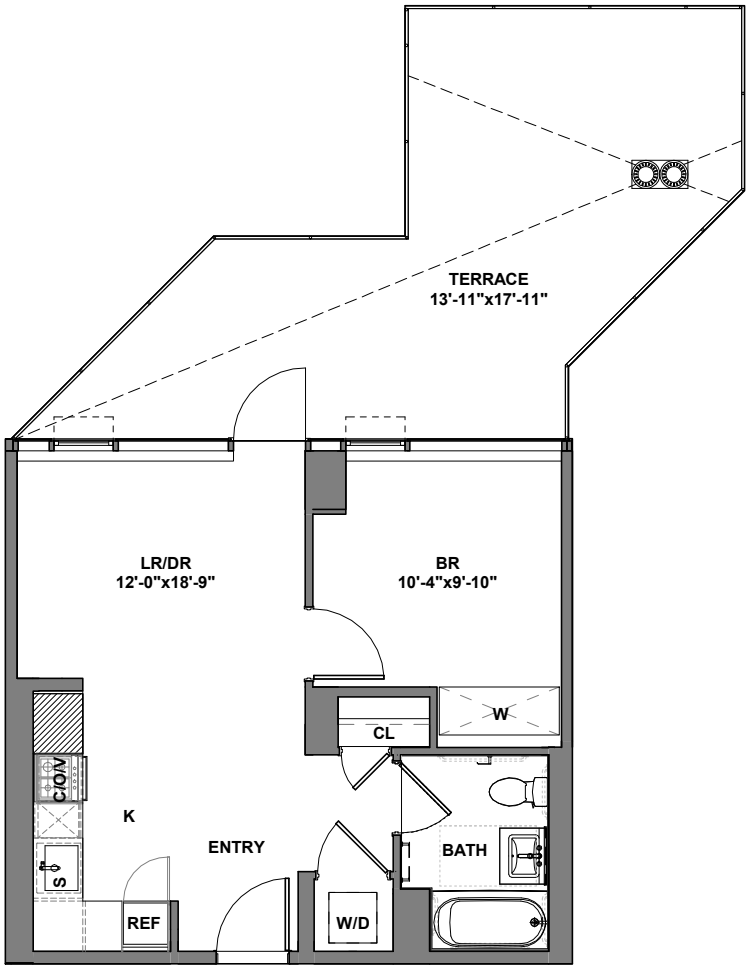
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381 PARK AVENUE SOUTH
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**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

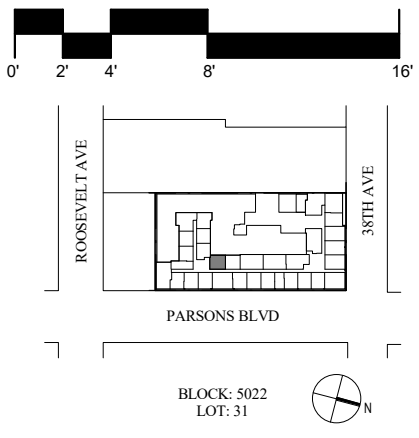



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 205, 2ND FLR

1 BEDRM, 1 BATHRM
APPROX AREA 524 SF; APPROX TERRACE AREA 304 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





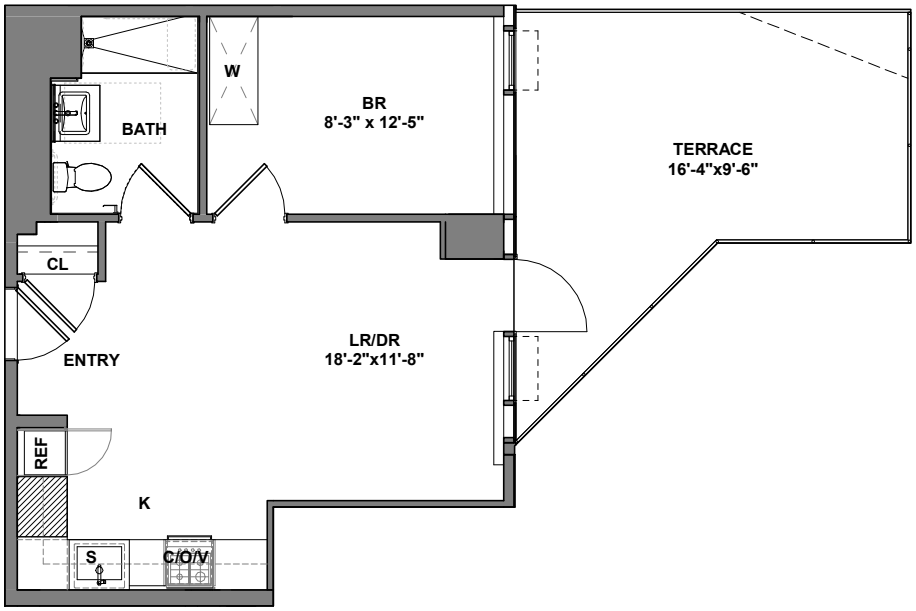
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |



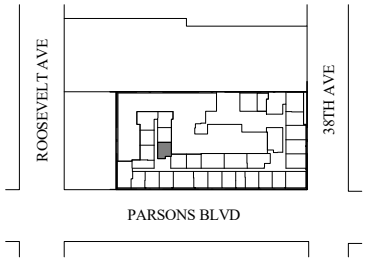

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 206, 2ND FLR

1 BEDRM, 1 BATHRM
APPROX AREA 497 SF; APPROX TERRACE AREA 192 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





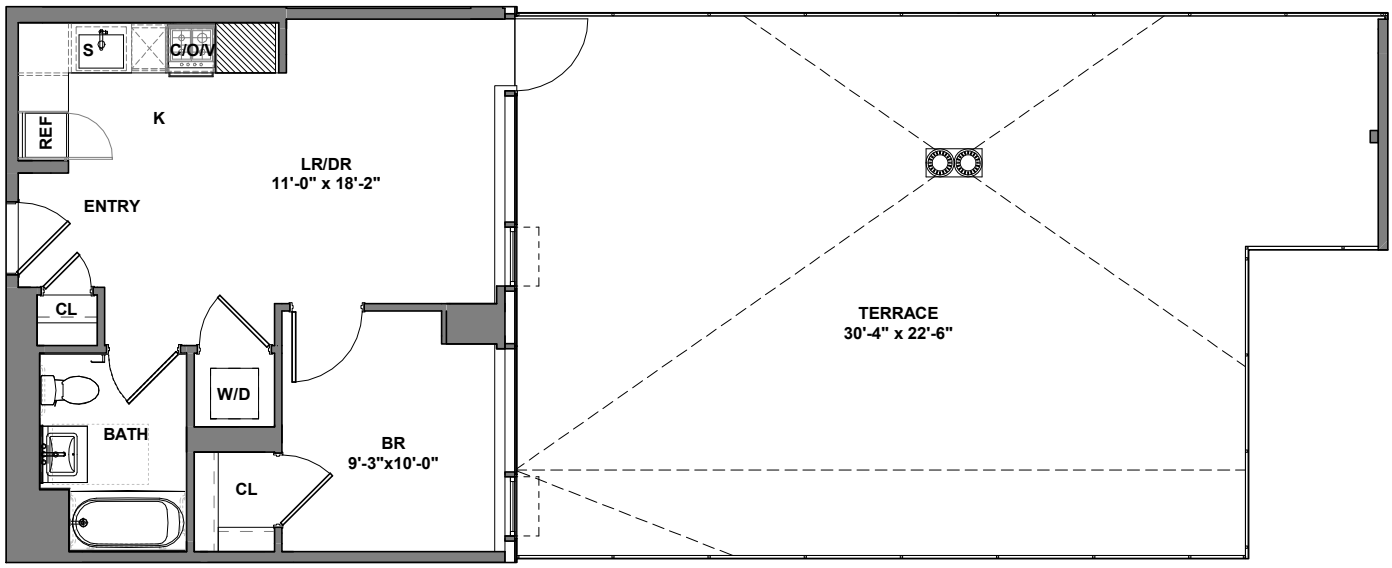
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
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| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

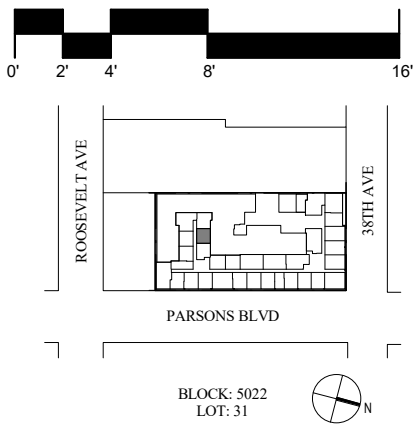



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 207, 2ND FLR

1 BEDRM, 1 BATHRM
APPROX AREA 480 SF; APPROX TERRACE AREA 739 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

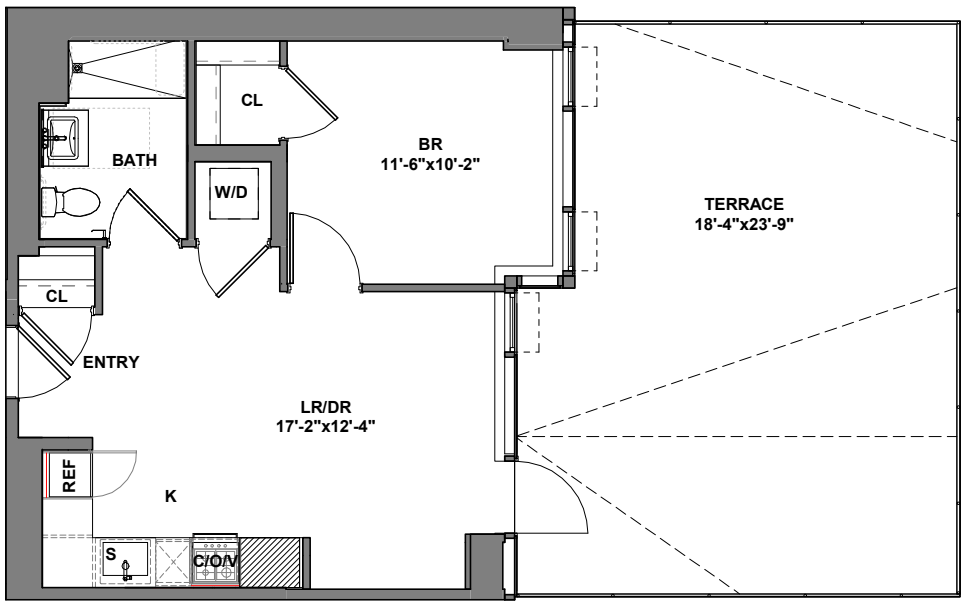



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**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
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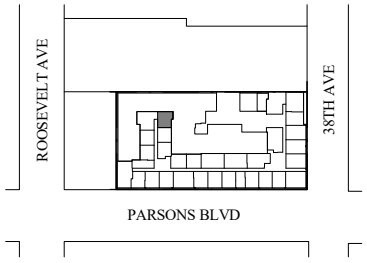

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 208, 2ND FLR

1 BEDRM, 1 BATHRM
APPROX AREA 540 SF; APPROX TERRACE AREA 411 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





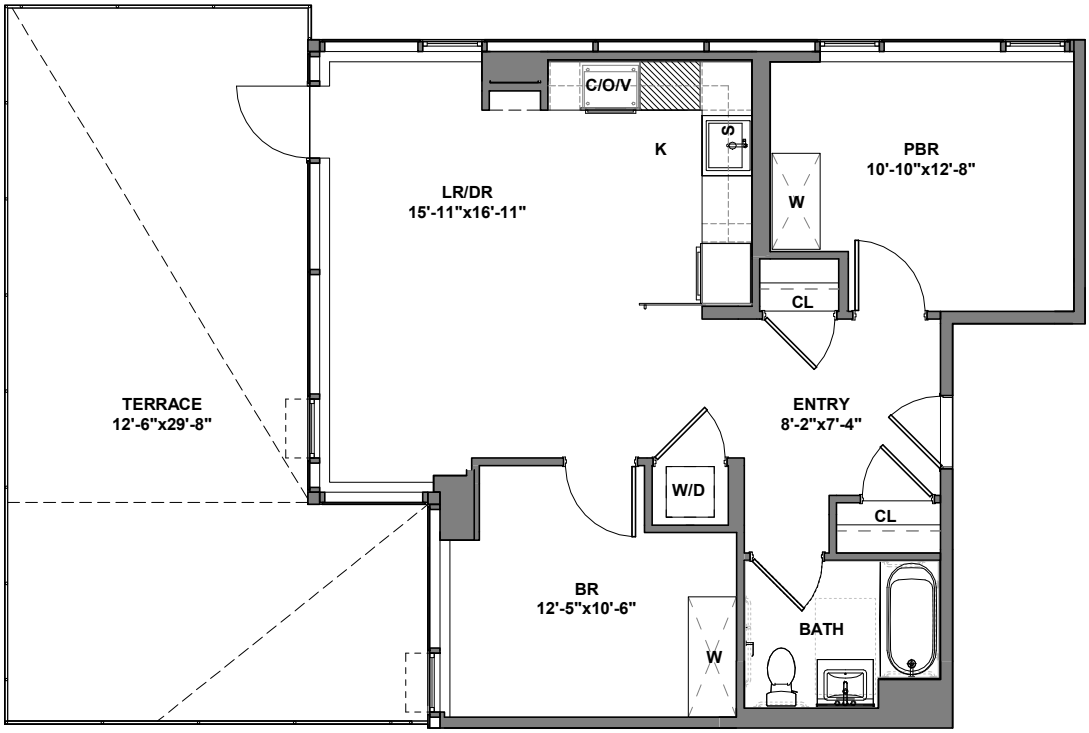
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**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

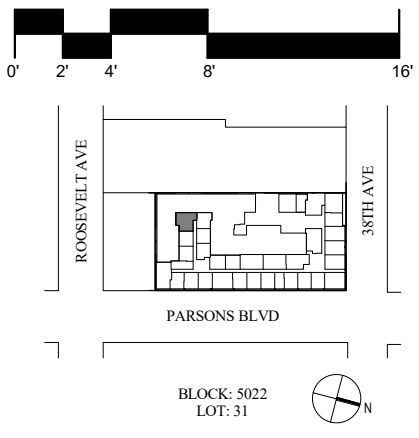



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 209, 2ND FLR

2 BEDRM, 1 BATHRM
APPROX AREA 783 SF; APPROX TERRACE AREA 419 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





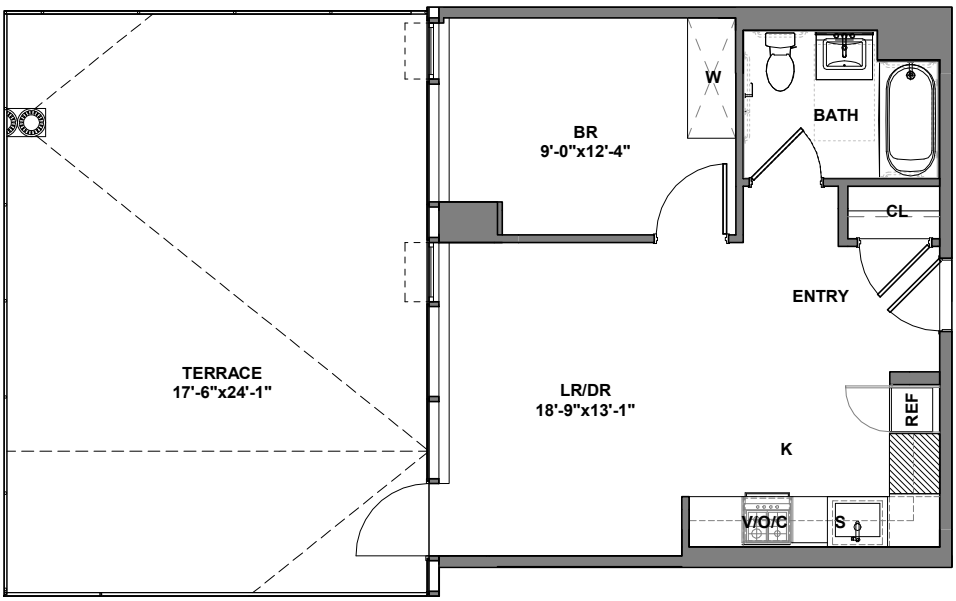
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**LEGEND:**

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|---|---|
| DW | DISHWASHER |
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| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
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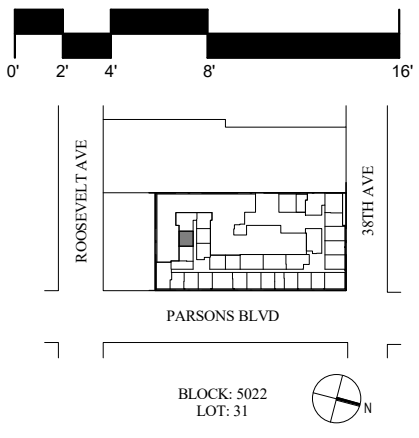



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 210, 2ND FLR

1 BEDRM, 1 BATHRM
APPROX AREA 499 SF; APPROX TERRACE AREA 425 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





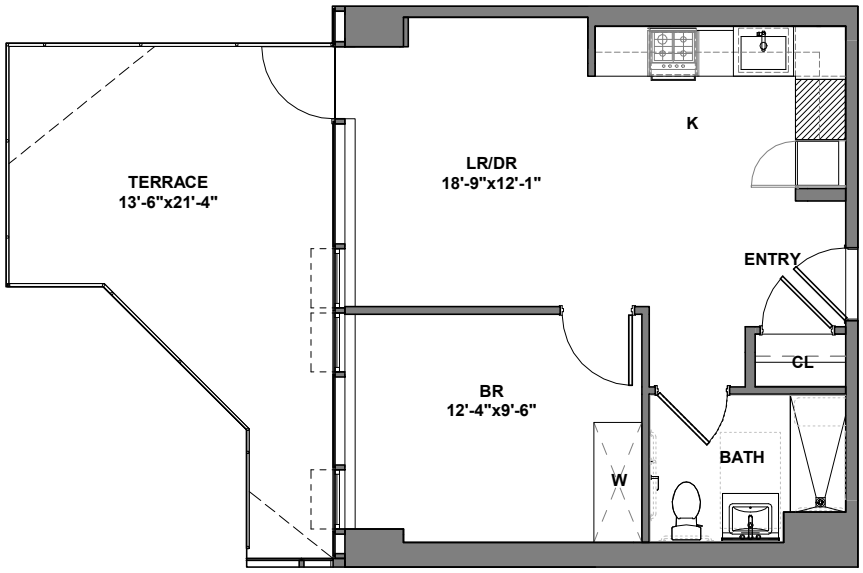
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**LEGEND:**

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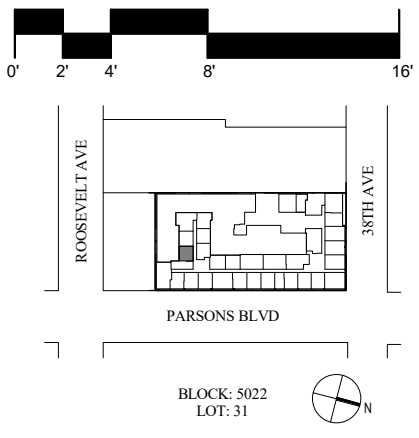



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 211, 2ND FLR

1 BEDRM, 1 BATHRM
APPROX AREA 500 SF; APPROX TERRACE AREA 194 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





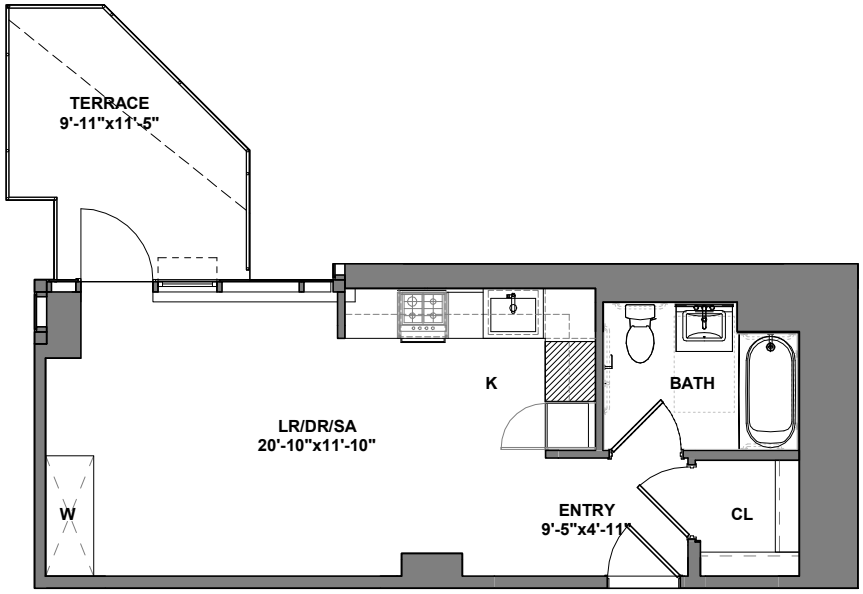
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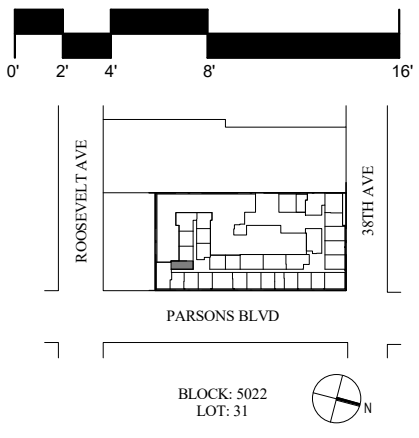



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 212, 2ND FLR

0 BEDRM, 1 BATHRM
APPROX AREA 433 SF; APPROX TERRACE AREA 88 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

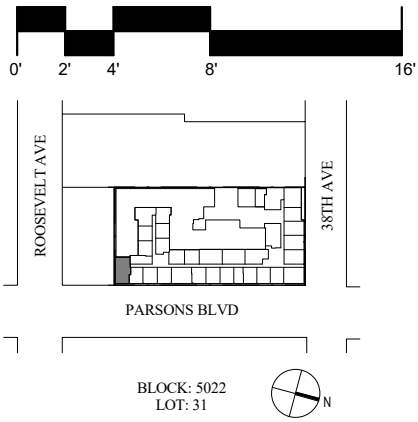


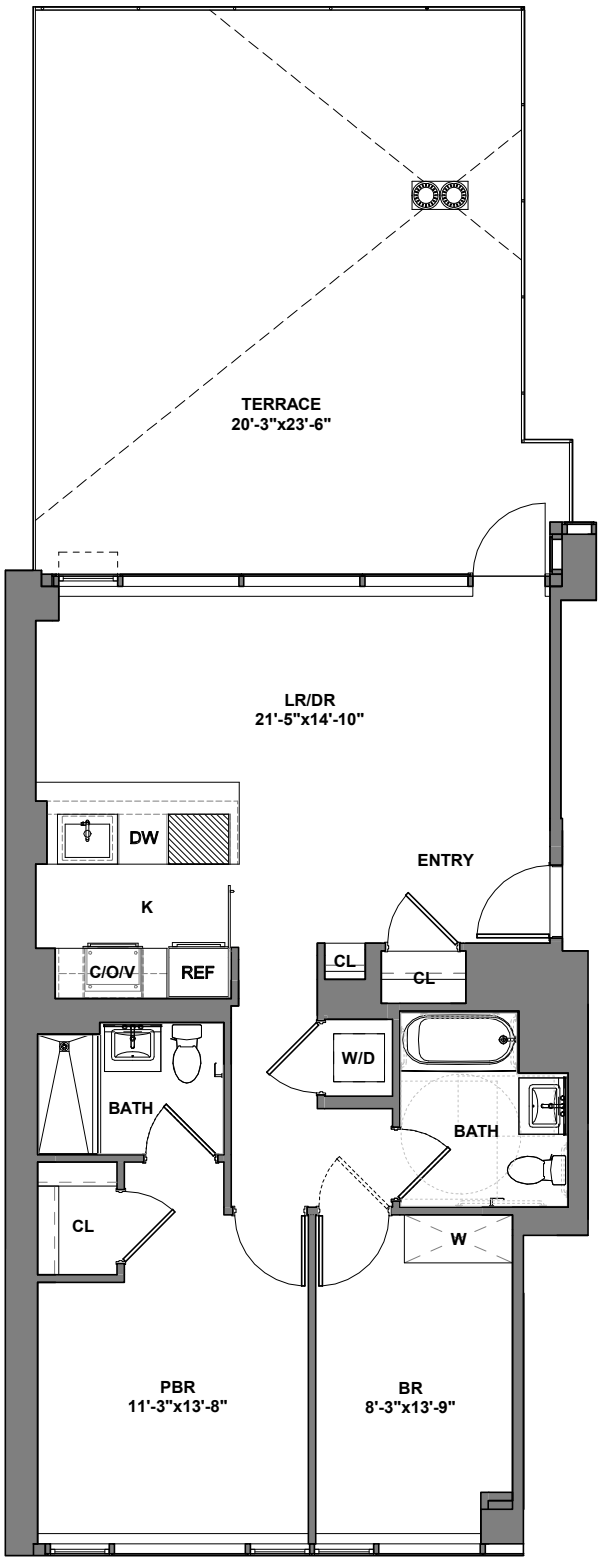

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DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |




# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 213, 2ND FLR

2 BEDRM, 2 BATHRM
APPROX AREA 942 SF; APPROX TERRACE AREA 487 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

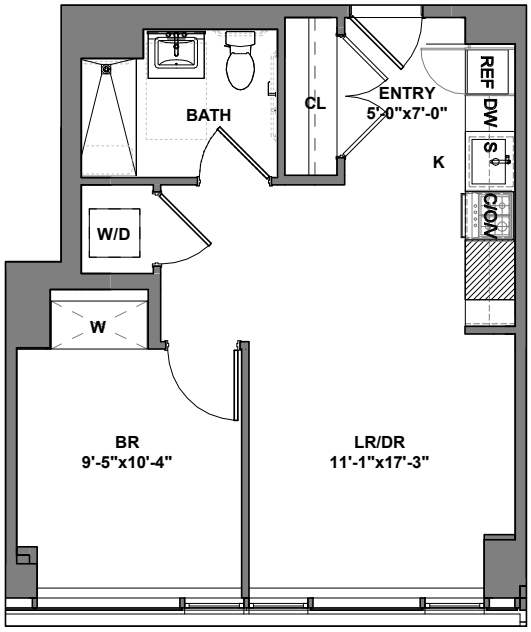

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**LEGEND:**

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| S | SINK |
| R | RANGE |
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| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |



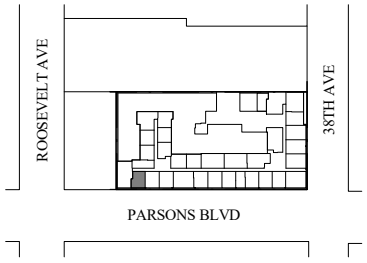

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 214, 314, 414, 514, 612 2ND - 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 509 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31

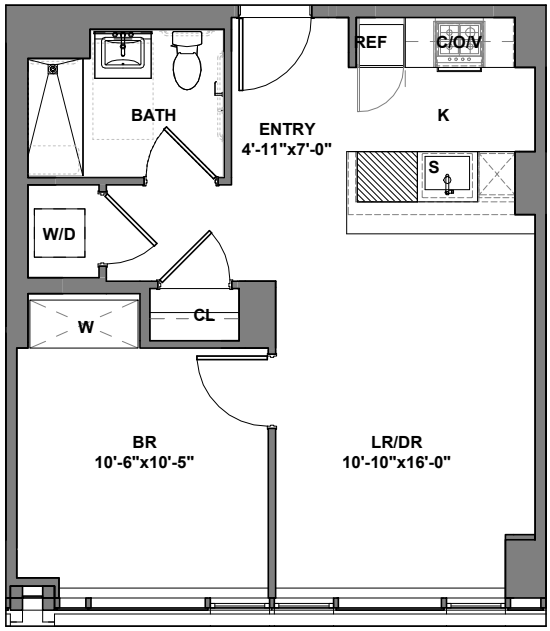



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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
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| K | KITCHEN |
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| BATH | BATHROOM |
| CL | CLOSET |

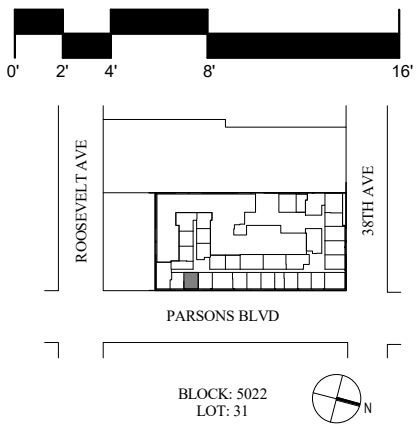



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 215, 315,415,515, 613 2ND - 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 551 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





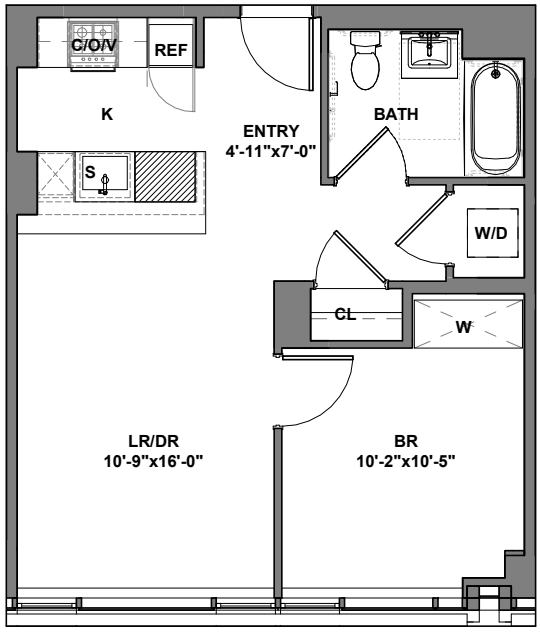
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| REF | REFRIGERATOR |
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| BATH | BATHROOM |
| CL | CLOSET |

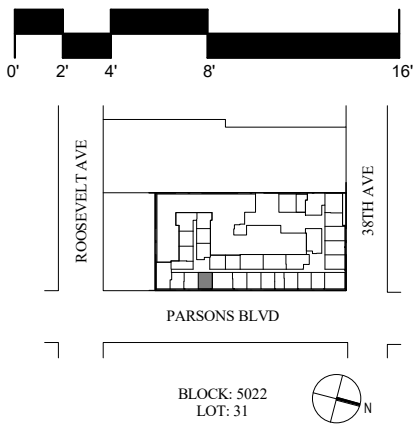



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 216, 316, 416, 516, 614 2ND -6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 542 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

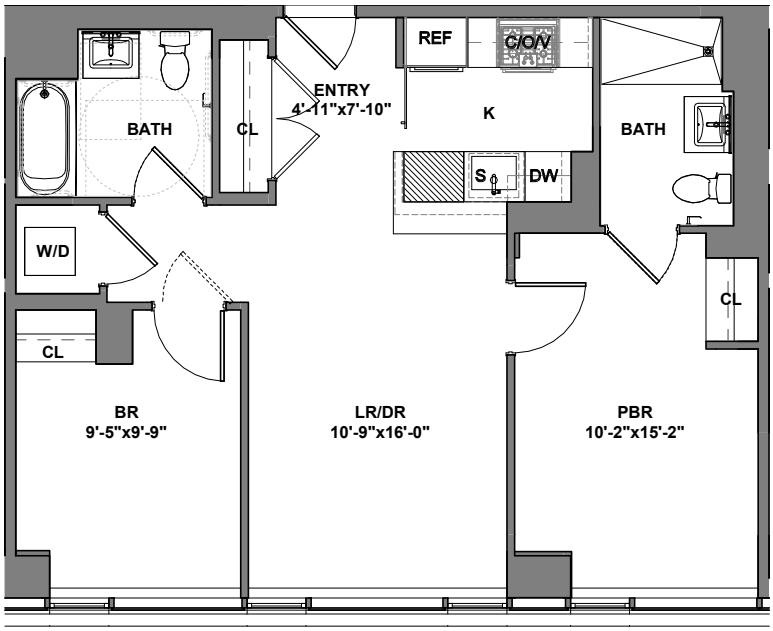



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**LEGEND:**

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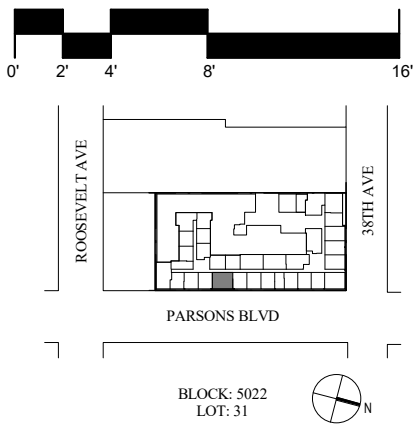



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 217, 317, 417, 517, 615 2ND - 6TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 785 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





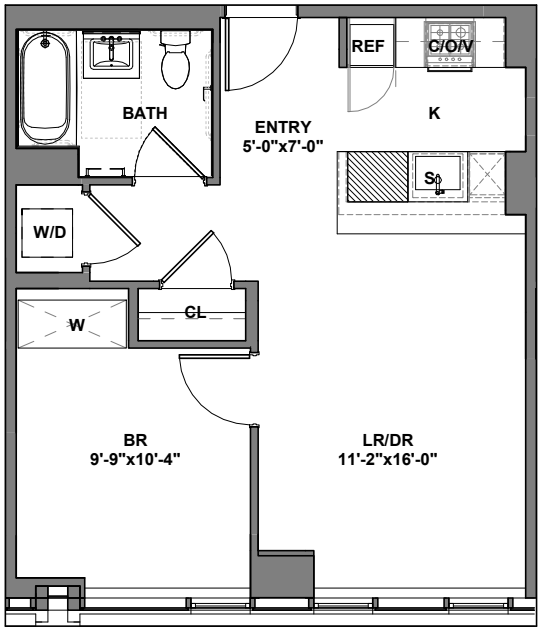
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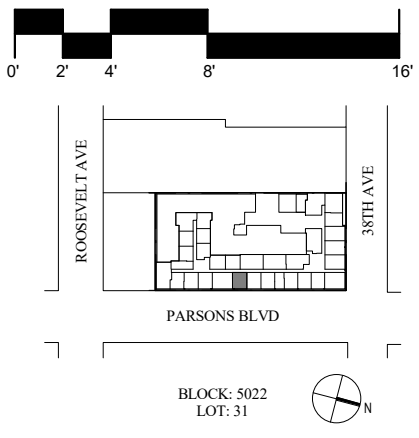



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 218, 318, 418, 518, 616 2ND - 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 548 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





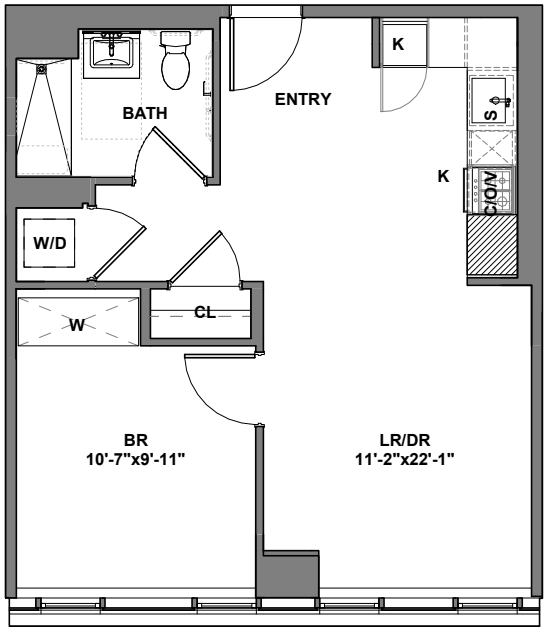
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| DW | DISHWASHER |
| S | SINK |
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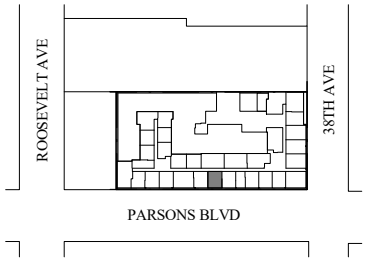

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 219, 319, 419, 519, 617 2ND - 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 548 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





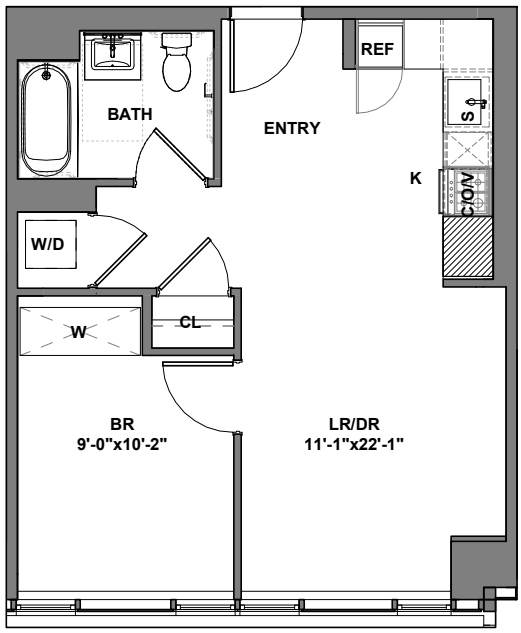
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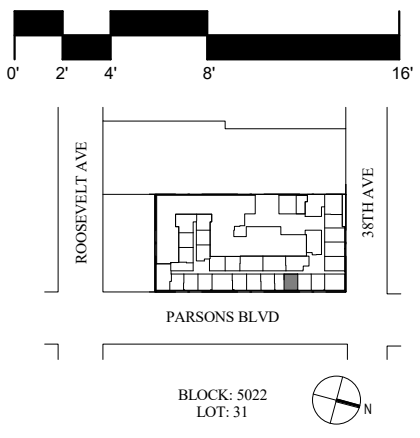



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 222,322, 422, 522, 619 2ND - 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 522 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





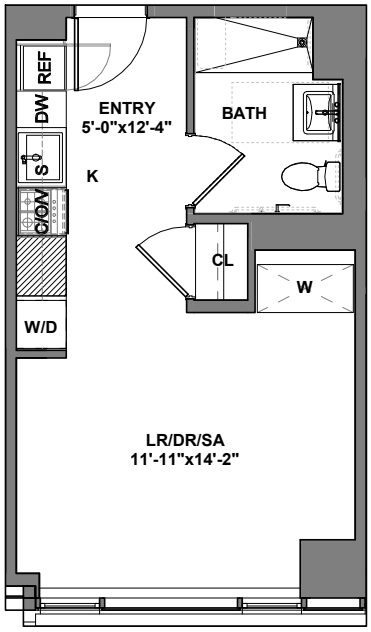
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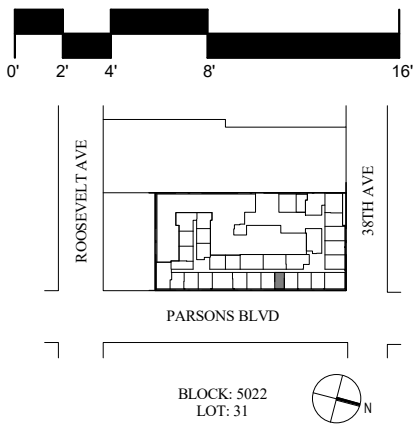



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 221, 321, 421, 521 2ND - 5TH FLR

0 BEDRM, 1 BATHRM
APPROX AREA 365 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

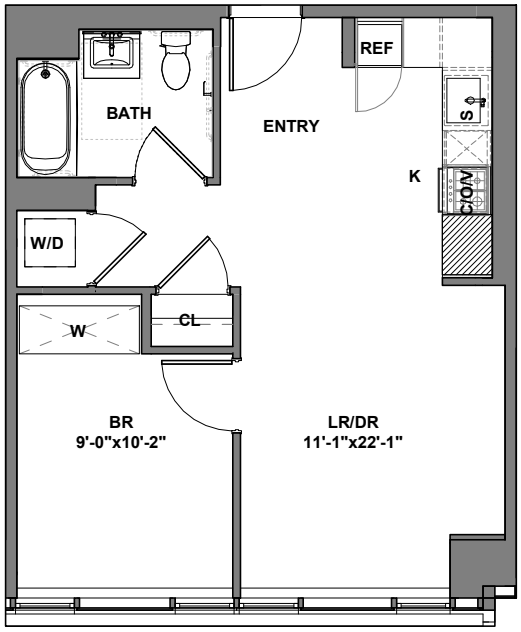



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| BATH | BATHROOM |
| CL | CLOSET |

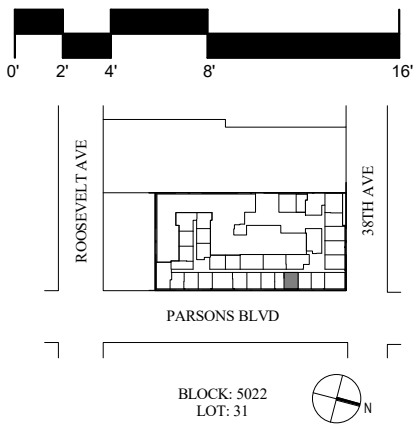



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 222,322, 422, 522, 619 2ND - 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 522 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





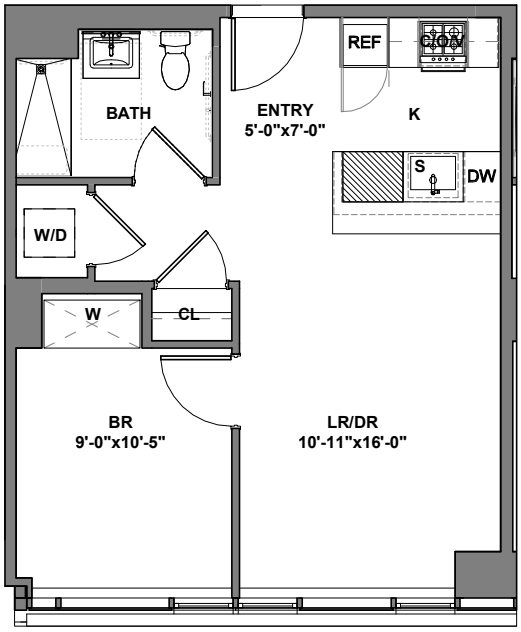
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381 PARK AVENUE SOUTH
NEW YORK, NY 10016

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DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

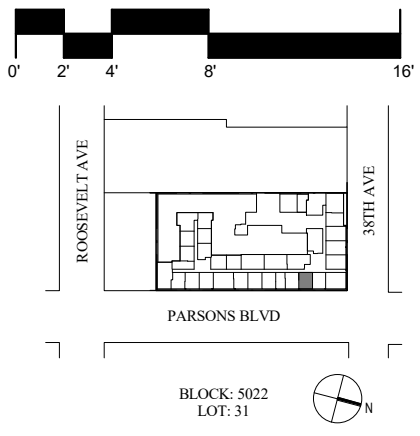



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 223, 323, 423, 523, 620 2ND - 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 522 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





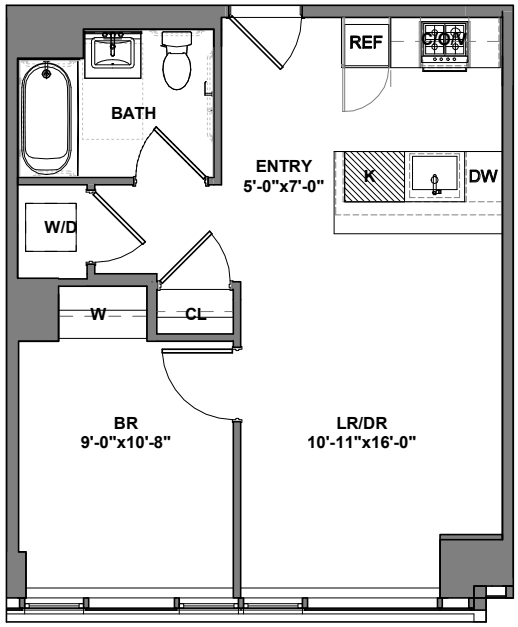
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| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

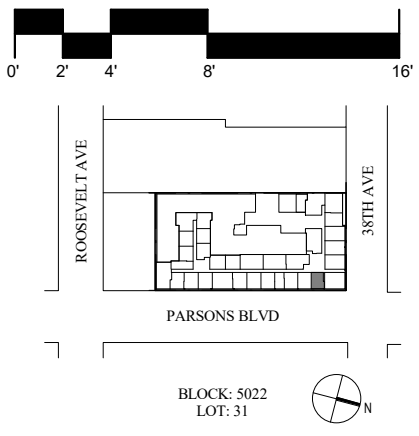



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 224, 324, 424, 524, 621 2ND - 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 519 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





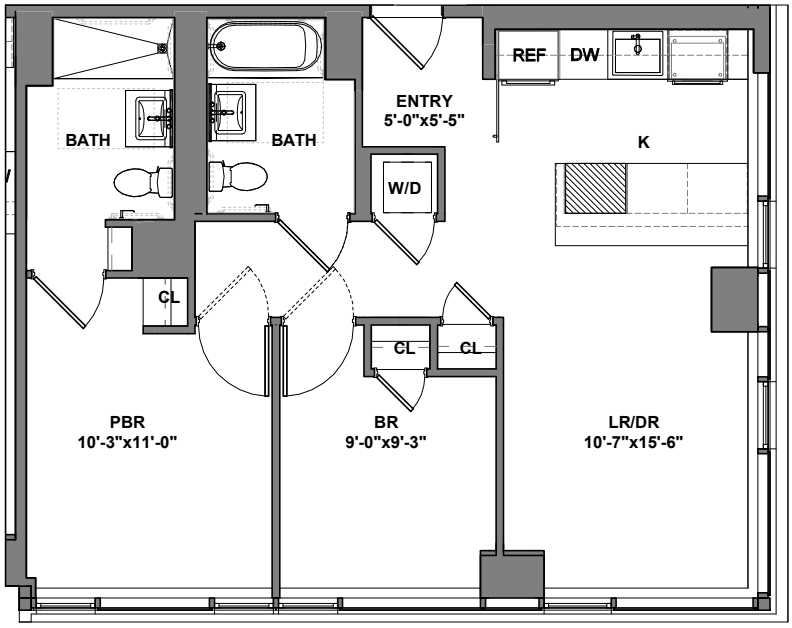
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
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| DR | DINING ROOM |
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| CL | CLOSET |

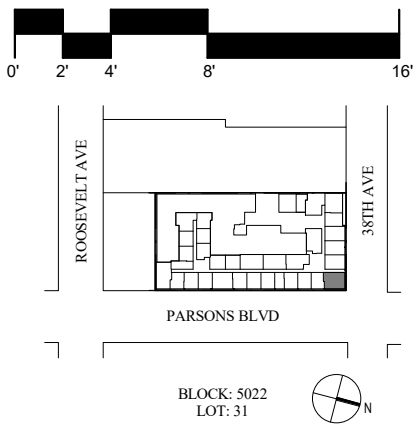



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 225, 325, 425, 525, 622, 2ND - 6TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 785 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

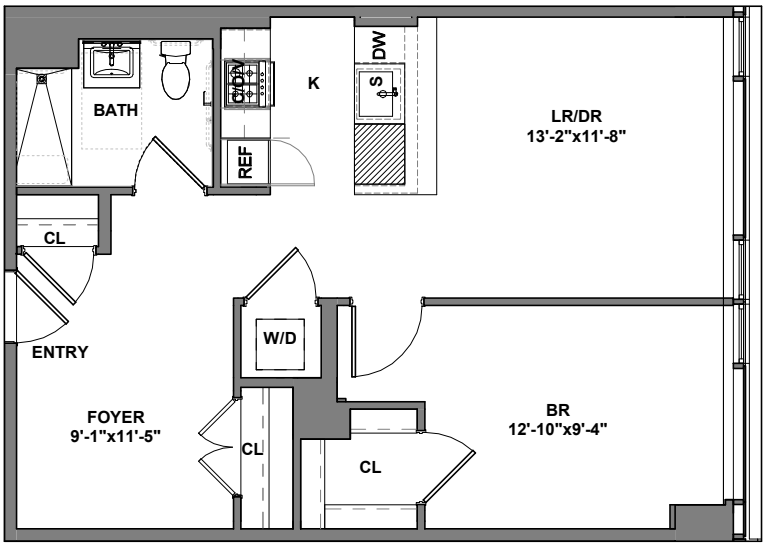



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| REF | REFRIGERATOR |
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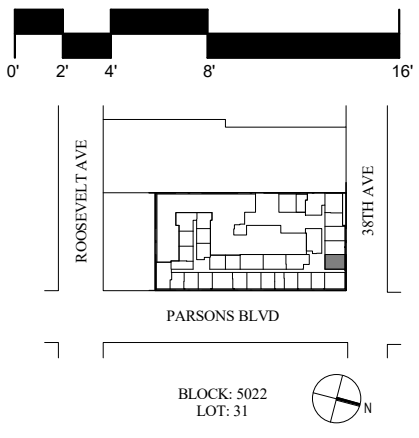



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 226, 326, 426, 526, 623 2ND-6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 679 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

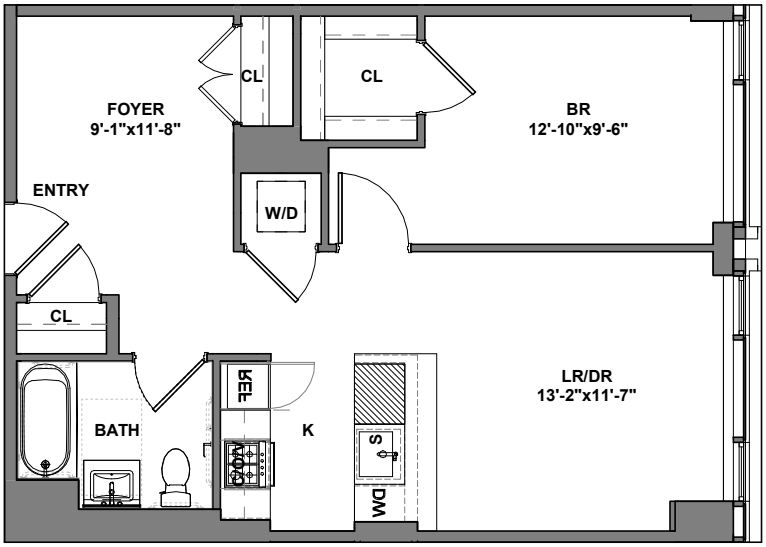



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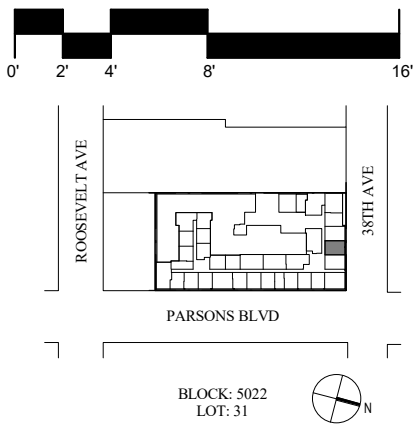



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 227,327,427,624, 2ND-4TH, 6TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 675 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





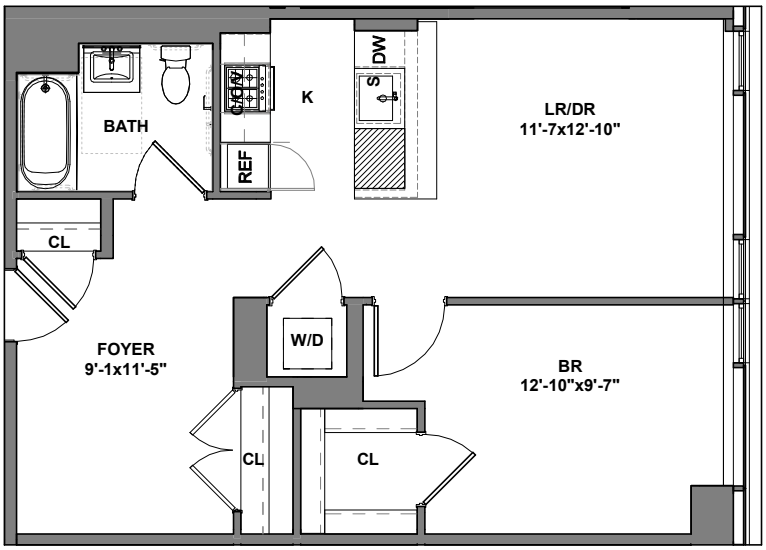
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| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

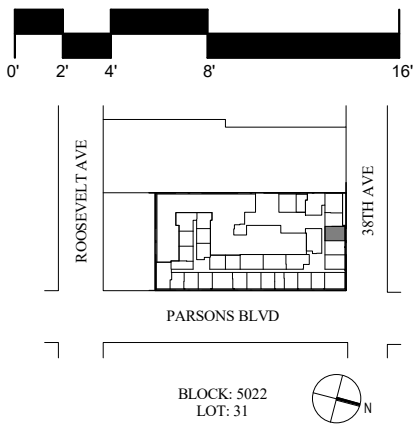



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 228, 328, 428, 2ND-4TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 673 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





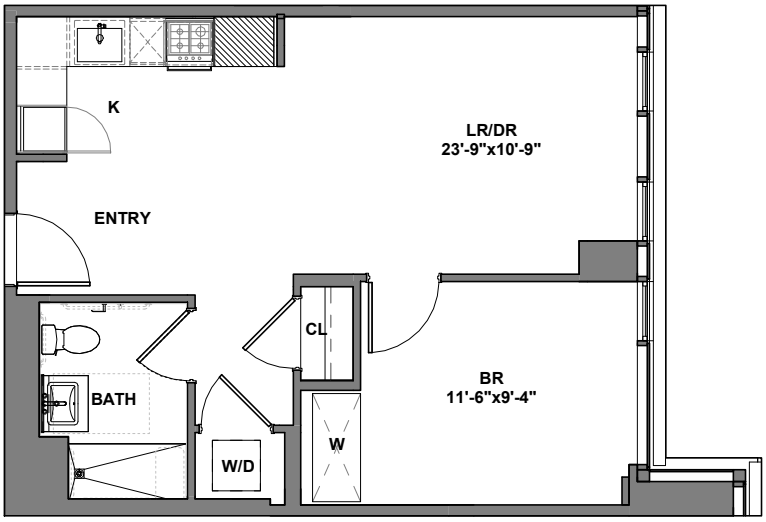
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| CL | CLOSET |

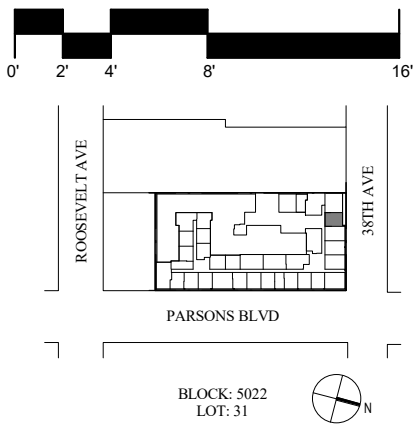



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 229, 329, 429, 2ND-4TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 568 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





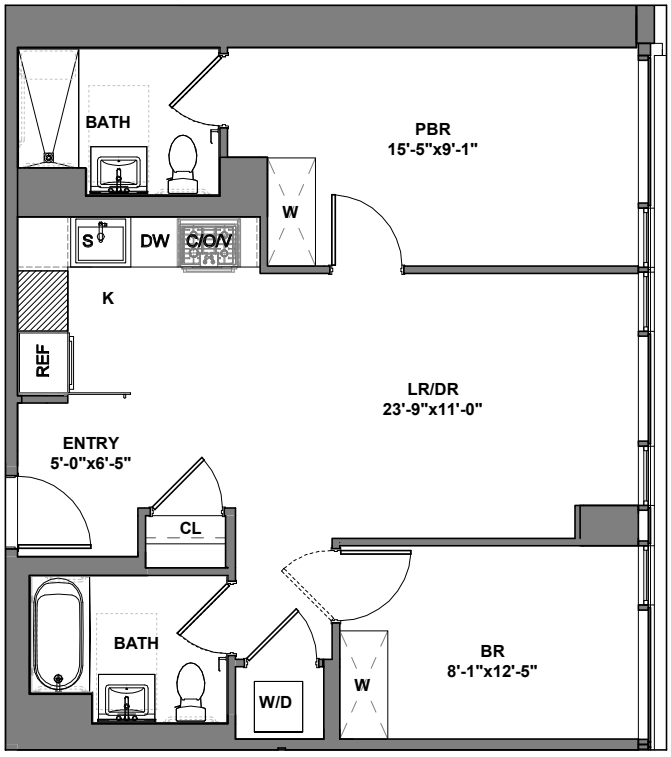
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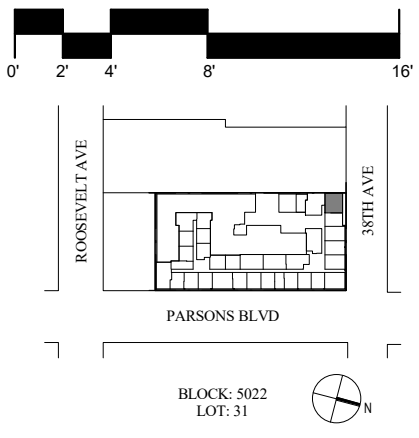



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 230,330, 430, 2ND-4TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 822 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

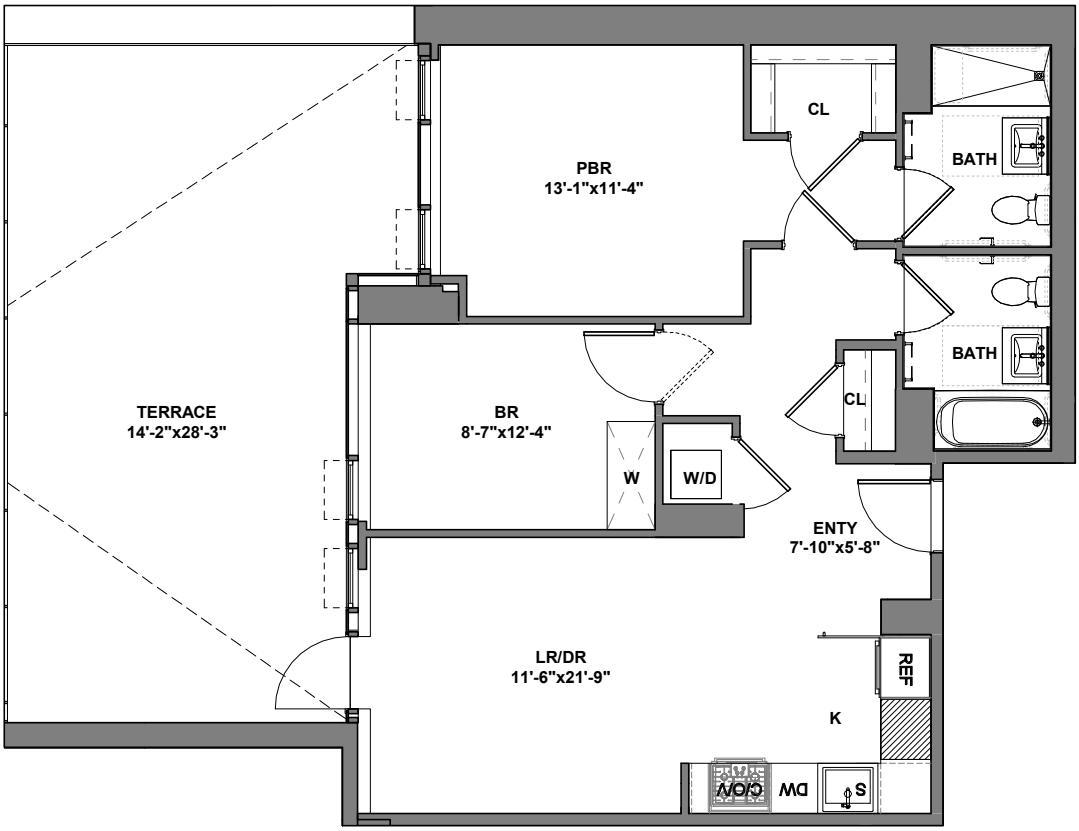



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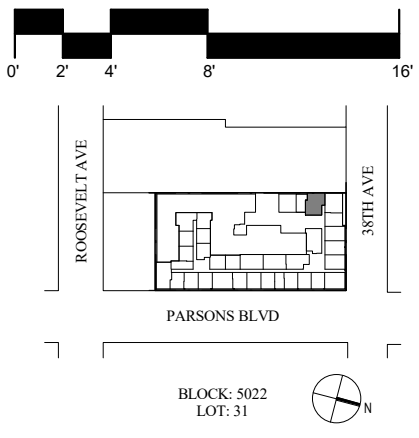



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 231, 2ND FLR

2 BEDRM, 2 BATHRM
APPROX AREA 909 SF; APPROX TERRACE AREA 427 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





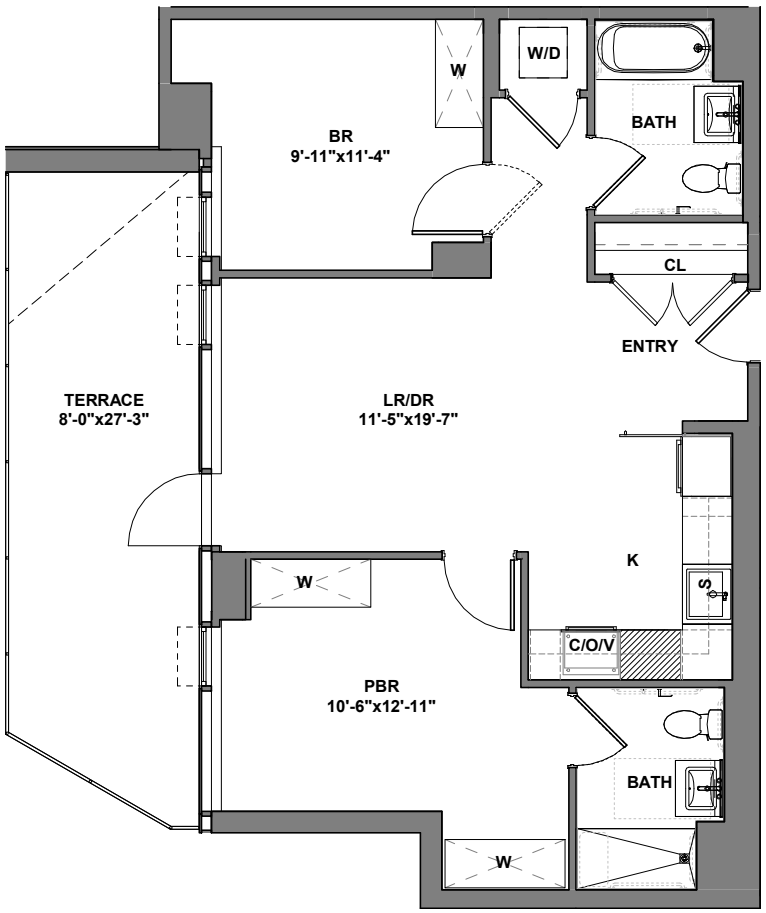
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NEW YORK, NY 10016

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DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

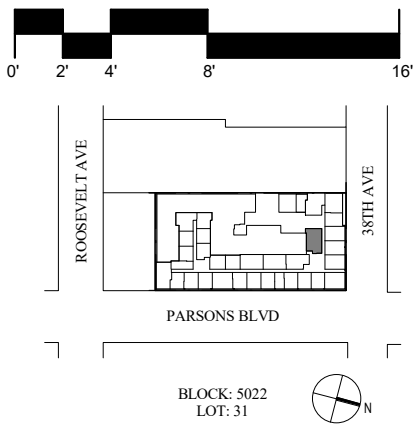



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 232, 2ND FLR

2 BEDRM, 2 BATHRM
APPROX AREA 861 SF; APPROX TERRACE AREA 205 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





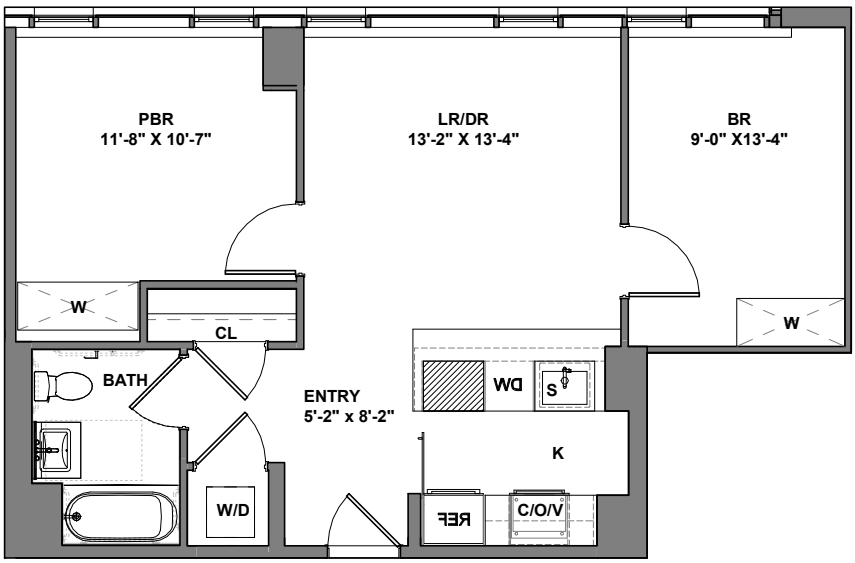
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| DR | DINING ROOM |
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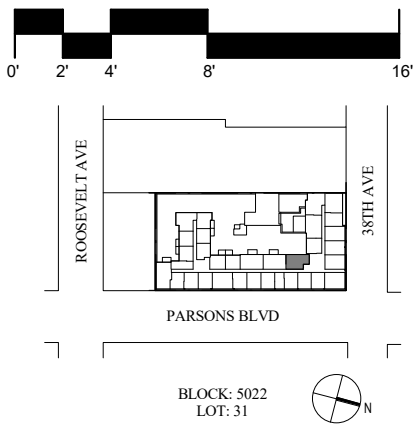



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 301, 401, 501, 601, 701 , 3RD-7TH FLR

2 BEDRM, 1 BATHRM
APPROX AREA 741 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

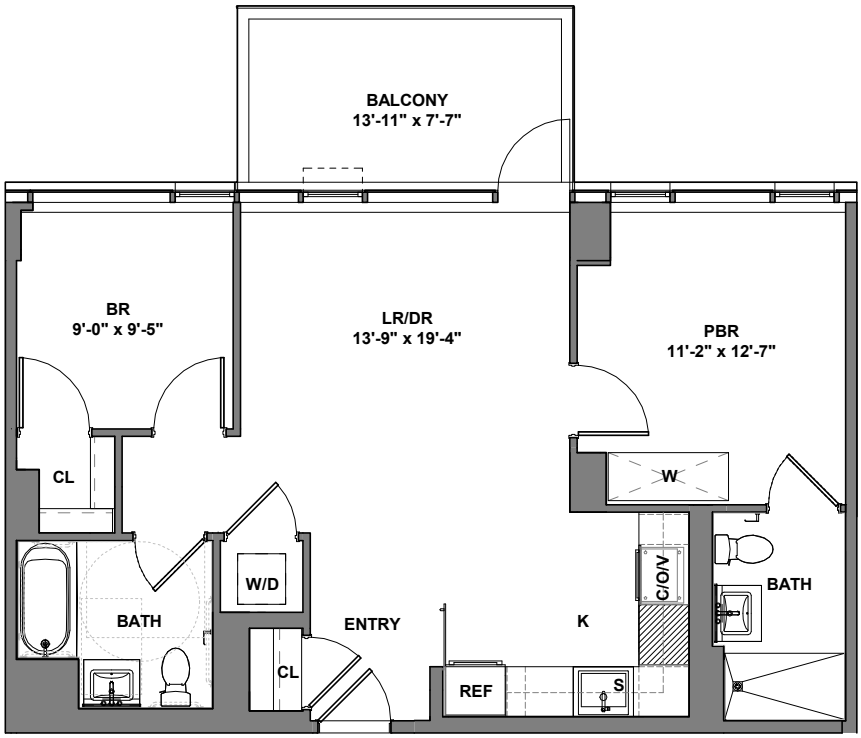



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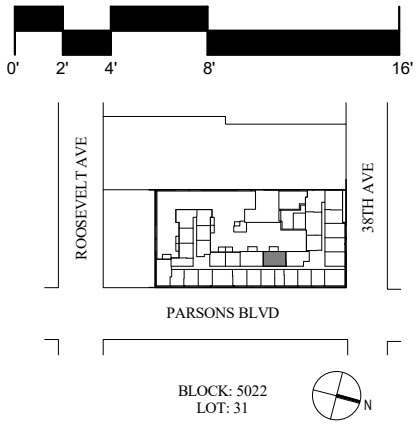



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 302, 402, 502, 602, 702, 3RD-7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 792 SF; APPROX BALCONY AREA 108 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





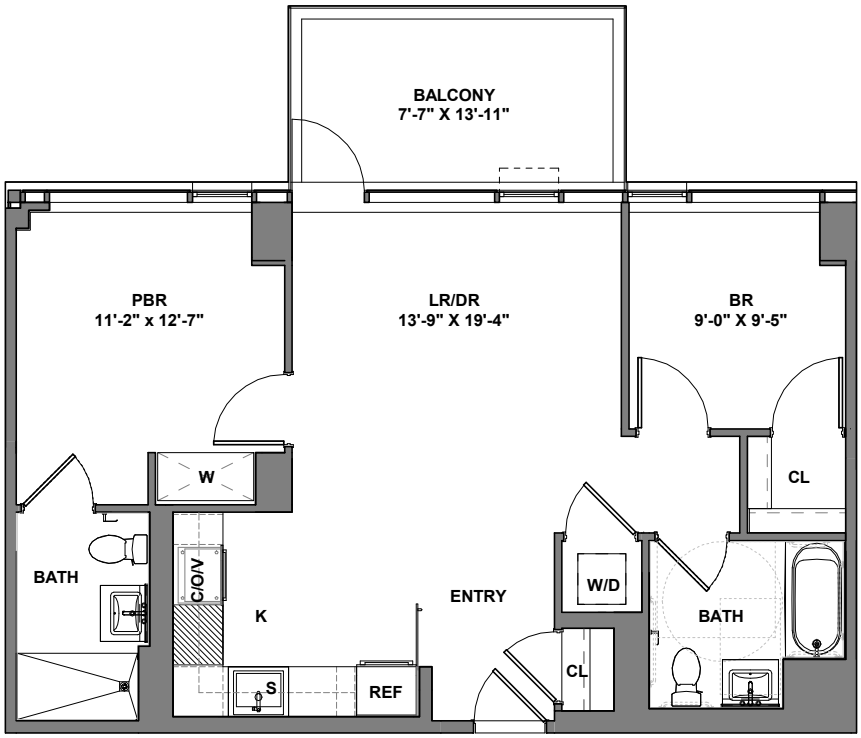
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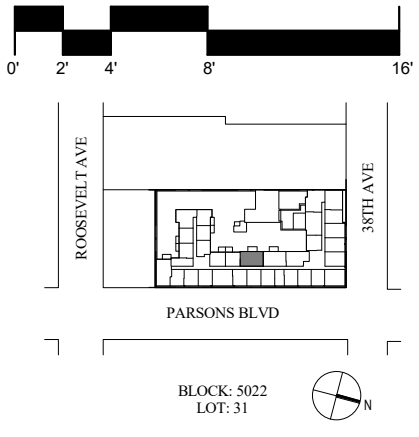



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 303, 403, 503, 603, 703, 3RD-7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 792 SF; APPROX BALCONY AREA 108 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





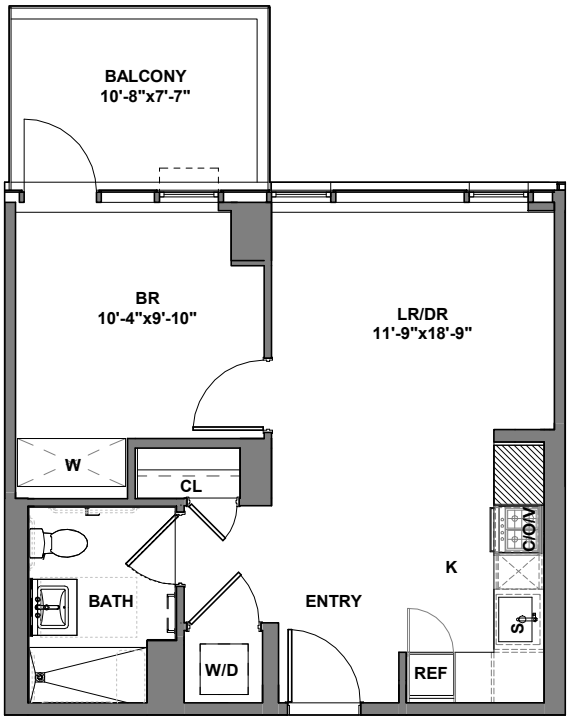
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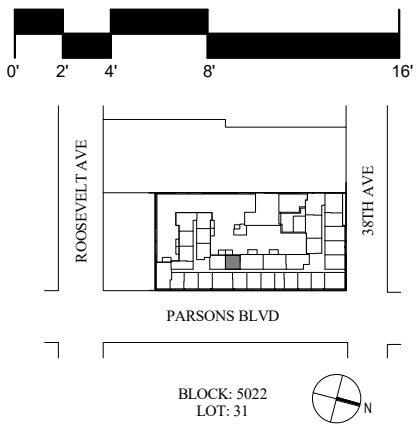



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 304, 404, 504, 604, 704, 3RD-7TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 497 SF; APPROX BALCONY AREA 83 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





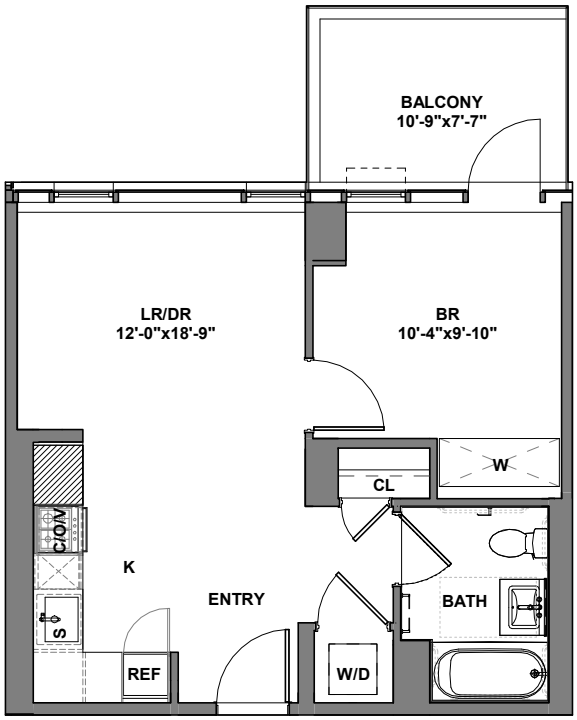
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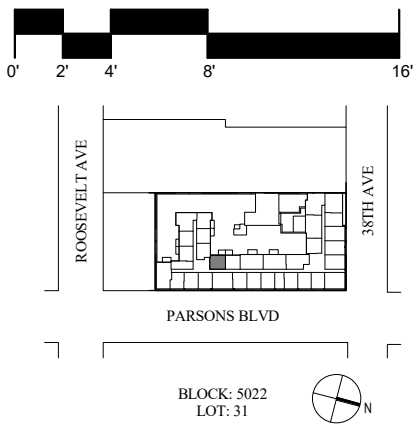



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 305, 405, 505,605,705, 3RD-7TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 524 SF; APPROX BALCONY AREA 83 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





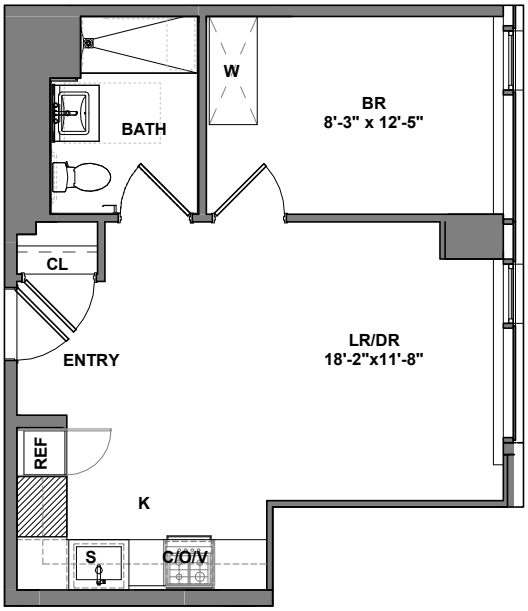
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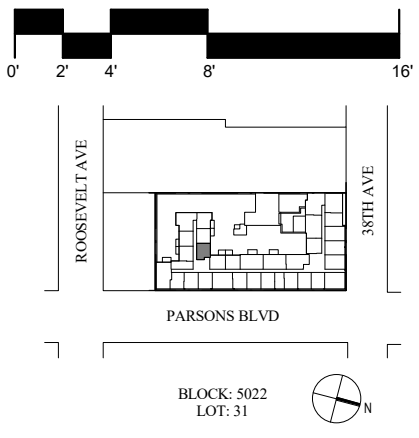



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 306, 406, 506, 3RD-5TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 497 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





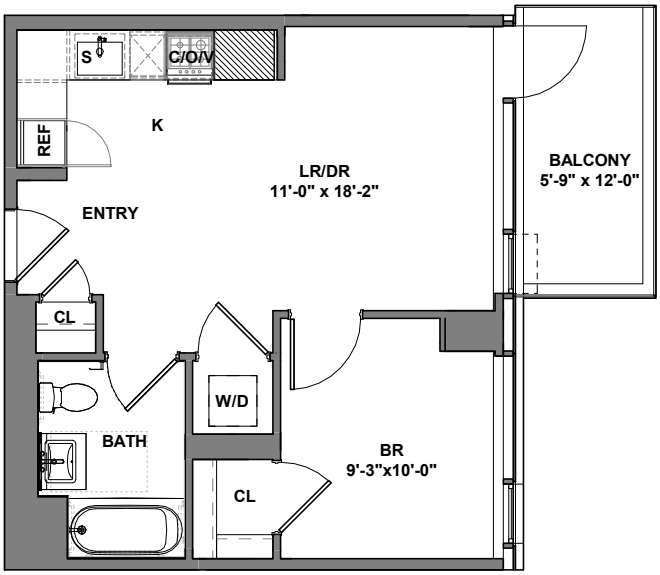
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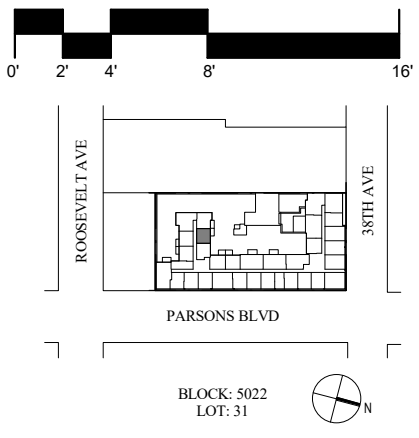



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 307, 407, 507, 3RD-5TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 480 SF; APPROX BALCONY AREA 71 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





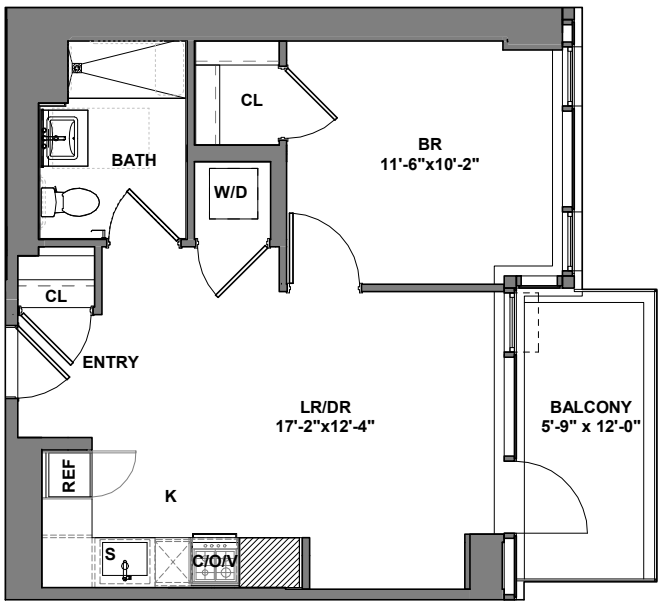
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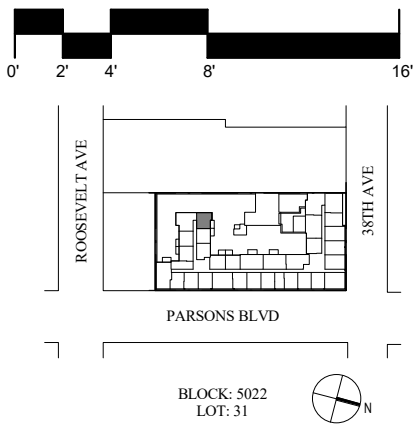



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 308, 408, 508 3RD-5TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 540 SF; APPROX BALCONY AREA 71 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

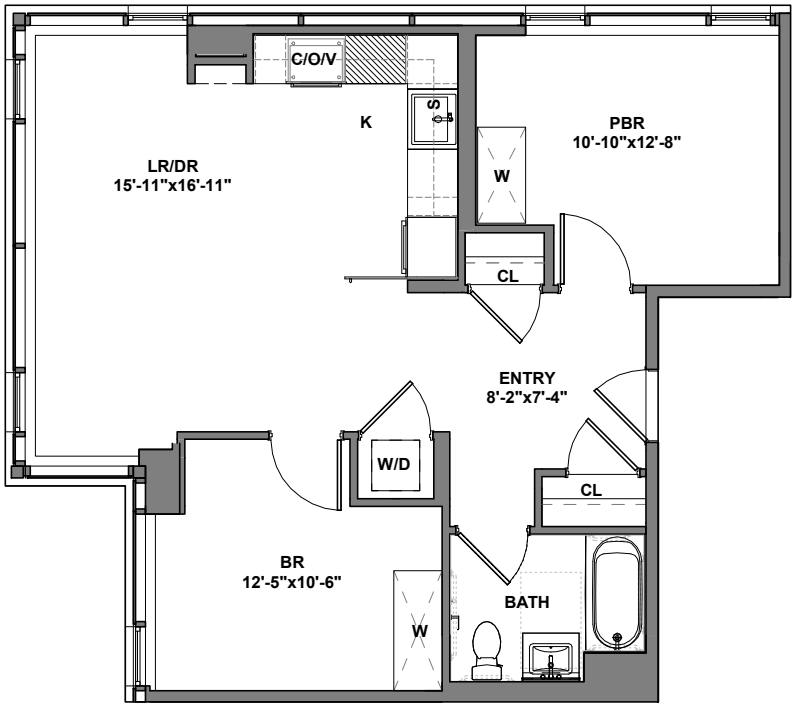



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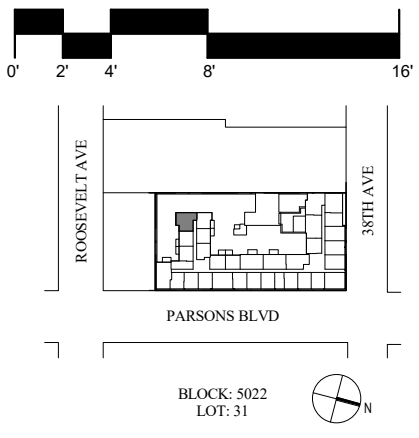



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 309,409,509, 3RD-5TH FLR

2 BEDRM, 1 BATHRM
APPROX AREA 783 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





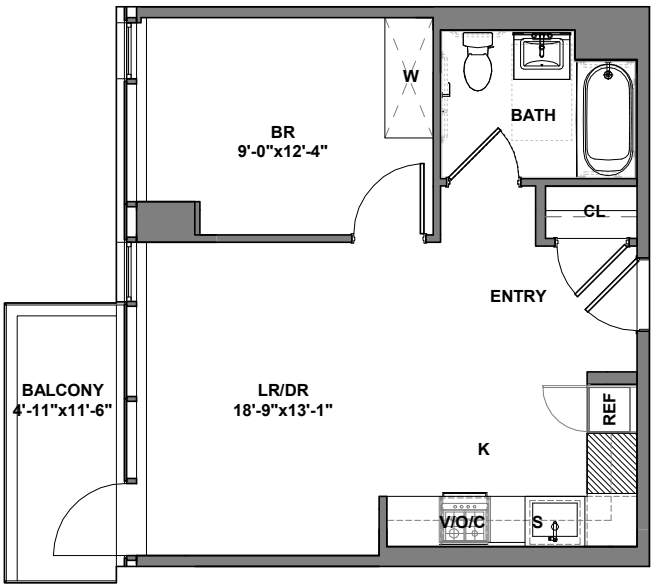
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212.421.3712 NEW YORK, NY 10016

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DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

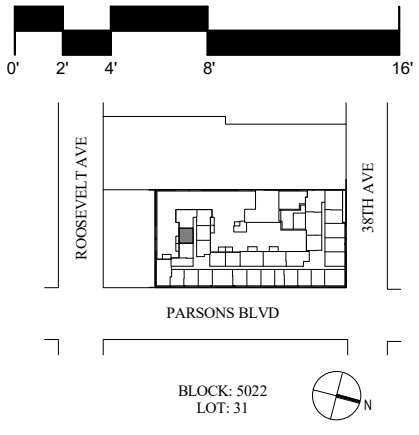



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 310, 410, 510, 3RD-5TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 499 SF; APPROX BALCONY AREA 58 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





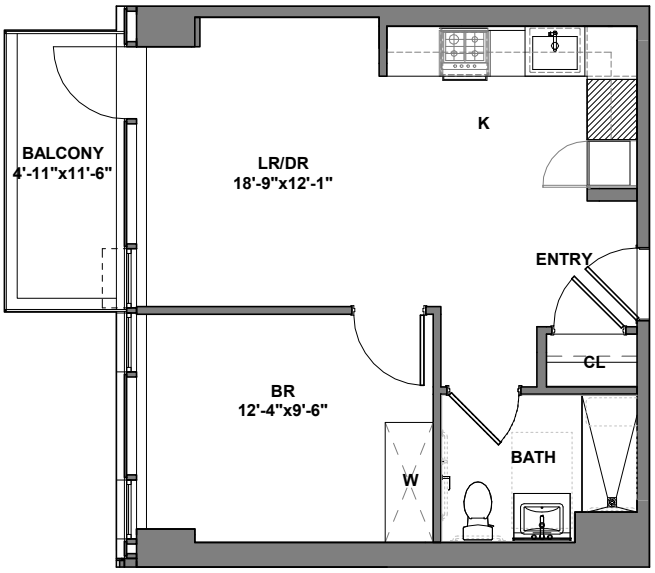
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**LEGEND:**

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|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

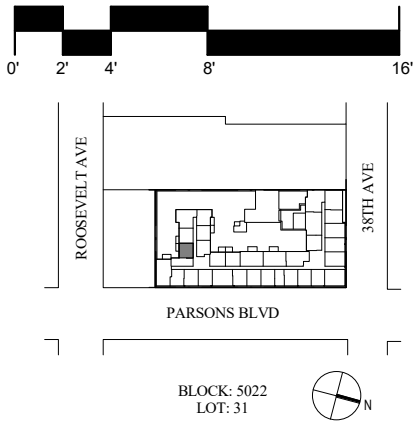



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 311, 411, 511, 3RD-5TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 500 SF; APPROX BALCONY AREA 58 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

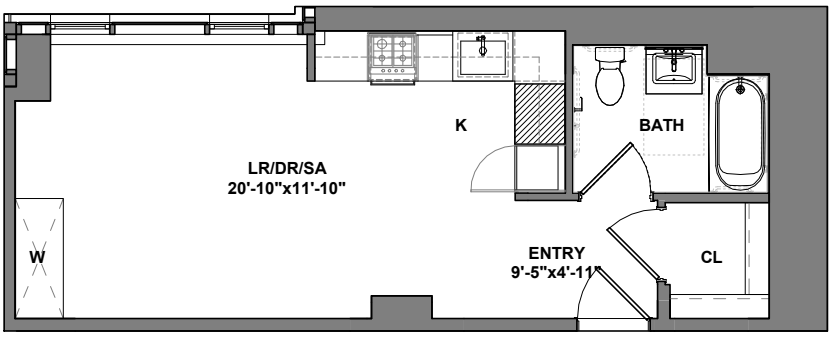



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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
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| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

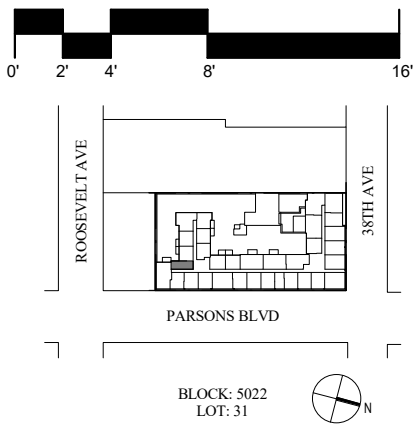



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 312, 412, 512, 610, 710 3RD-7TH FLR

0 BEDRM, 1 BATHRM
APPROX AREA 433 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

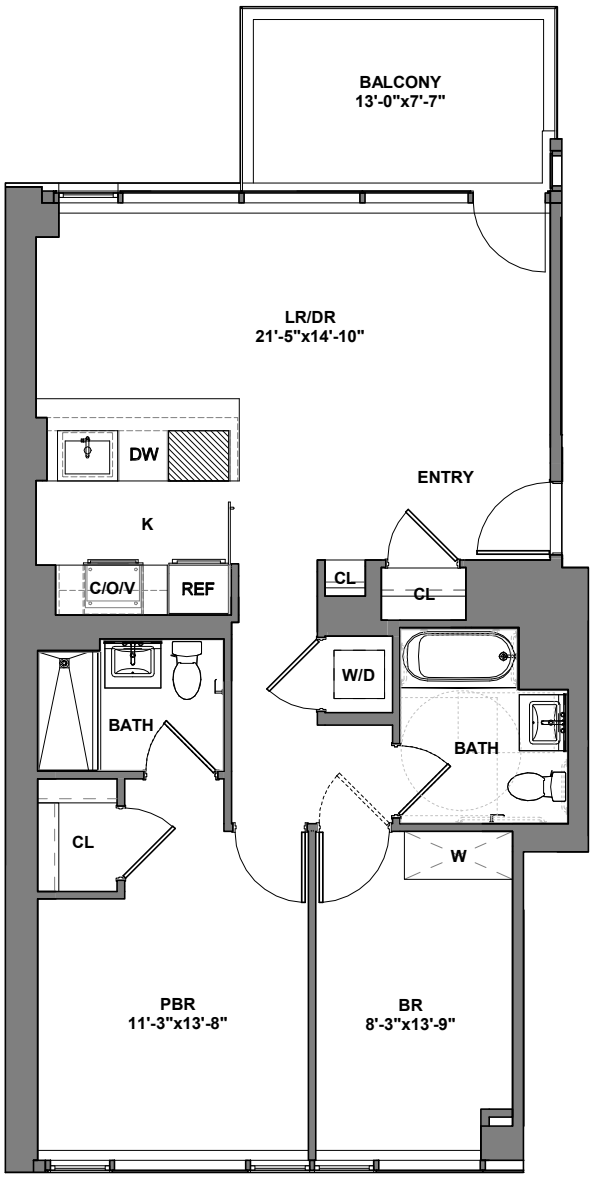



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**LEGEND:**

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|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

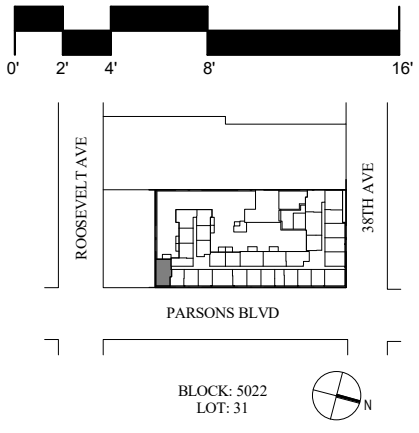



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 313, 413, 513, 611 , 3RD-6TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 942 SF; APPROX BALCONY AREA 100 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





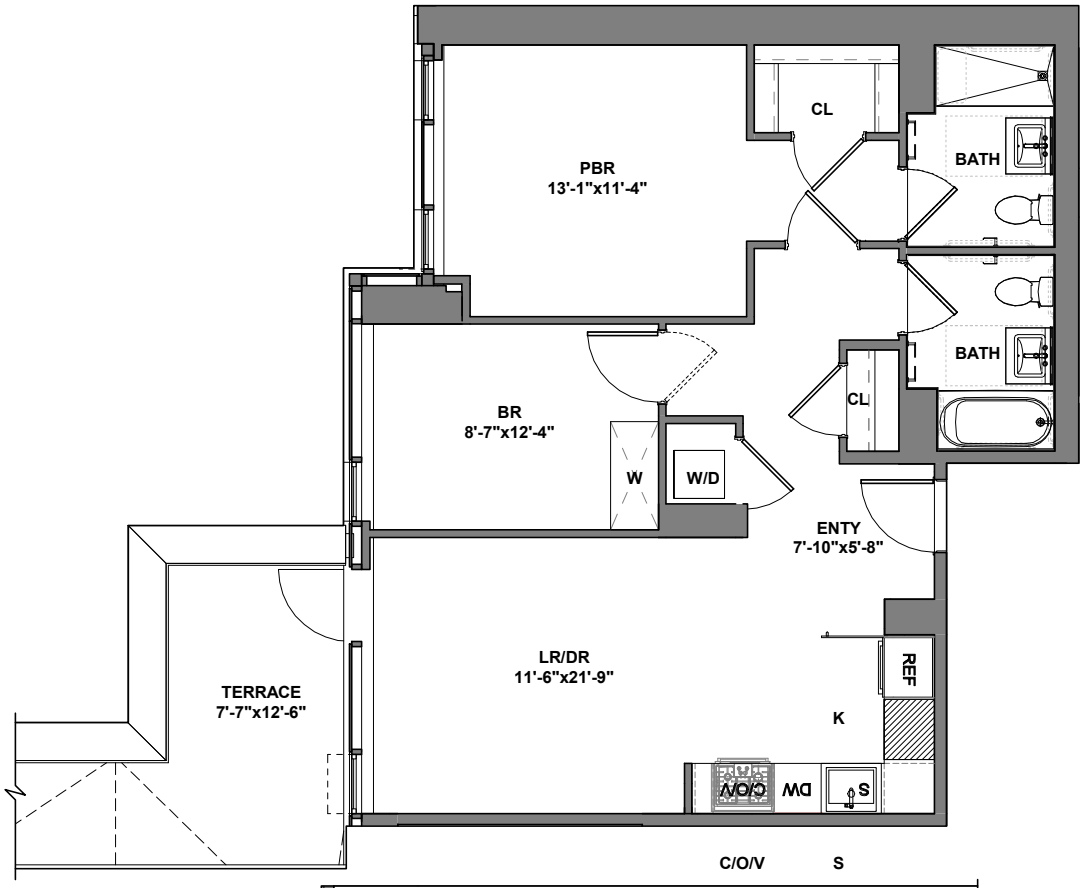
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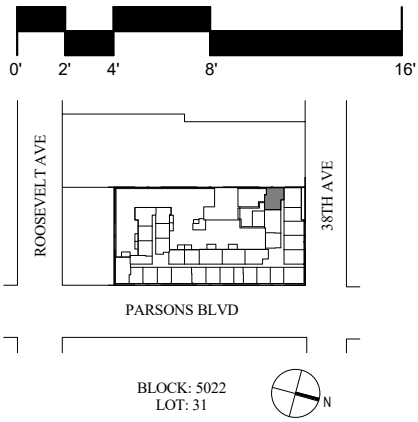
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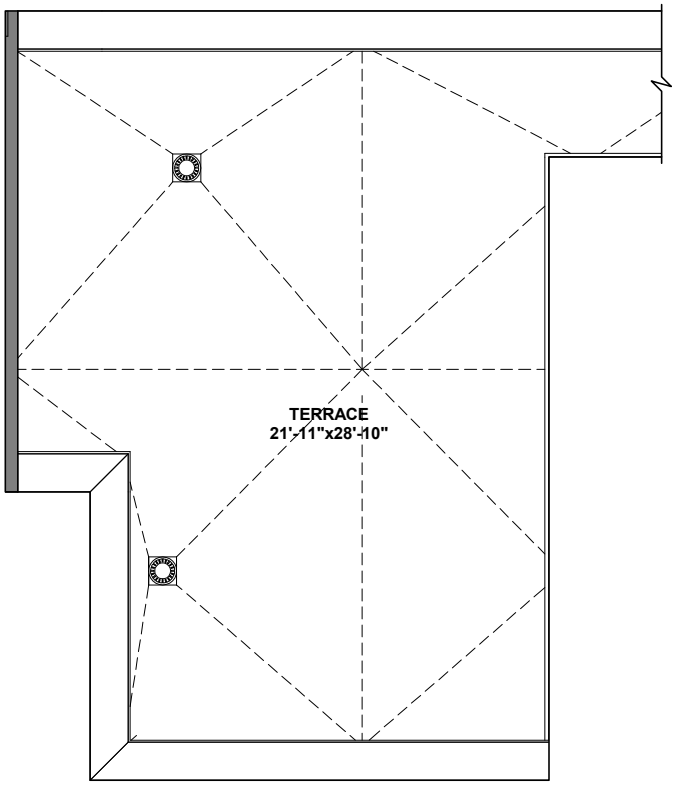
DATE: 03/21/2024

**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |




# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 331, 3RD FLR

2 BEDRM, 2 BATHRM
APPROX AREA 906 SF; APPROX TERRACE AREA 720 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

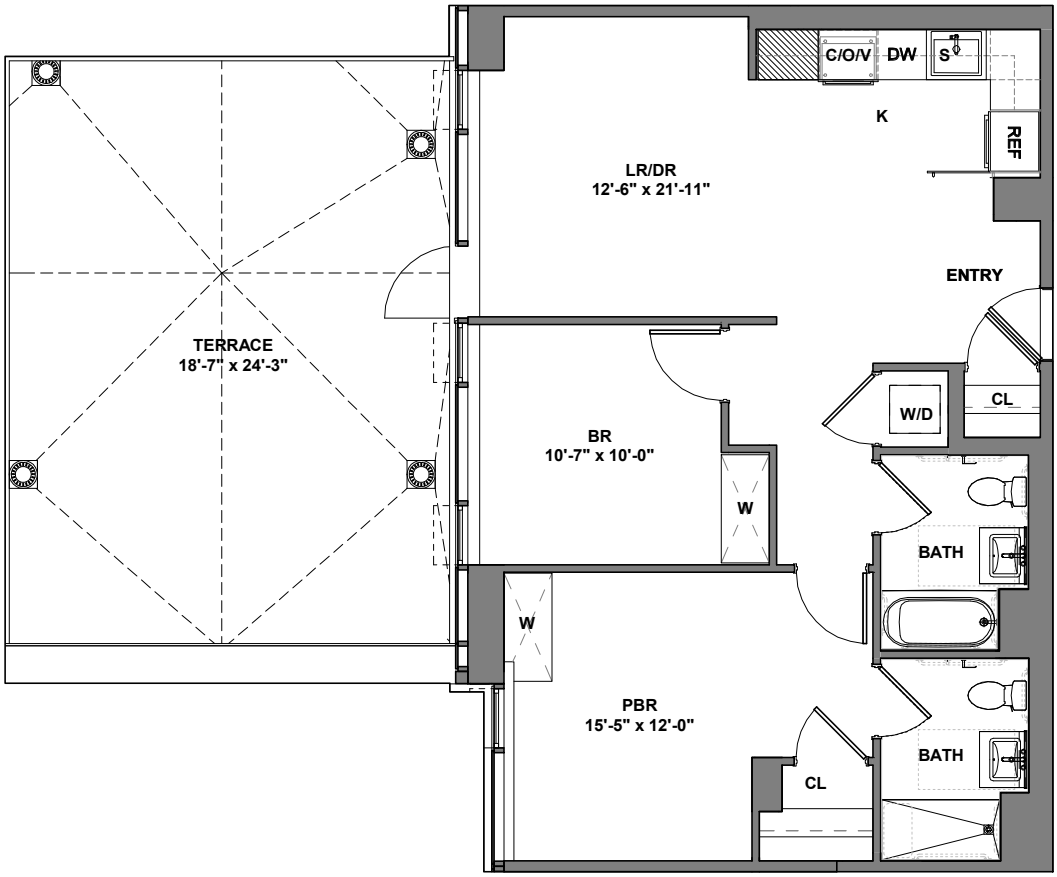

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**LEGEND:**

| | |
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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

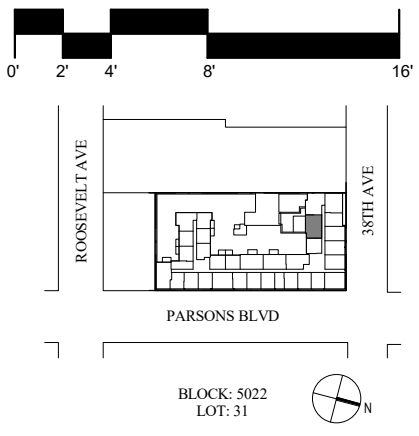



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 332, 3RD FLR

2 BEDRM, 2 BATHRM
APPROX AREA 871 SF; APPROX TERRACE AREA 456 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





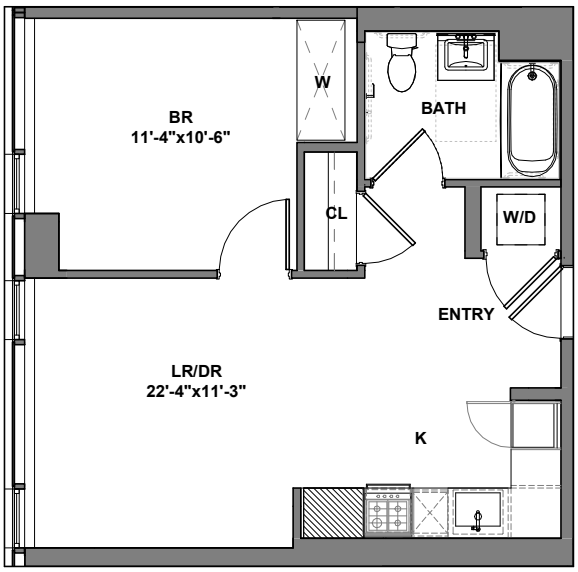
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**LEGEND:**

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| R | RANGE |
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| REF | REFRIGERATOR |
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| BATH | BATHROOM |
| CL | CLOSET |

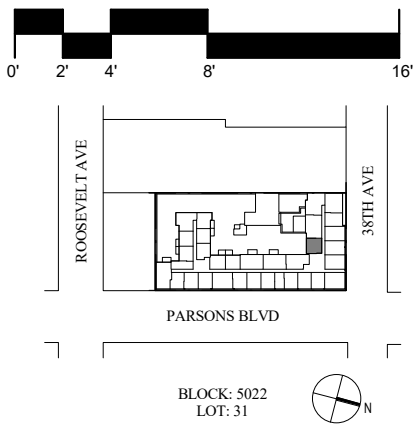



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 333, 433, 3RD-4TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 543 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





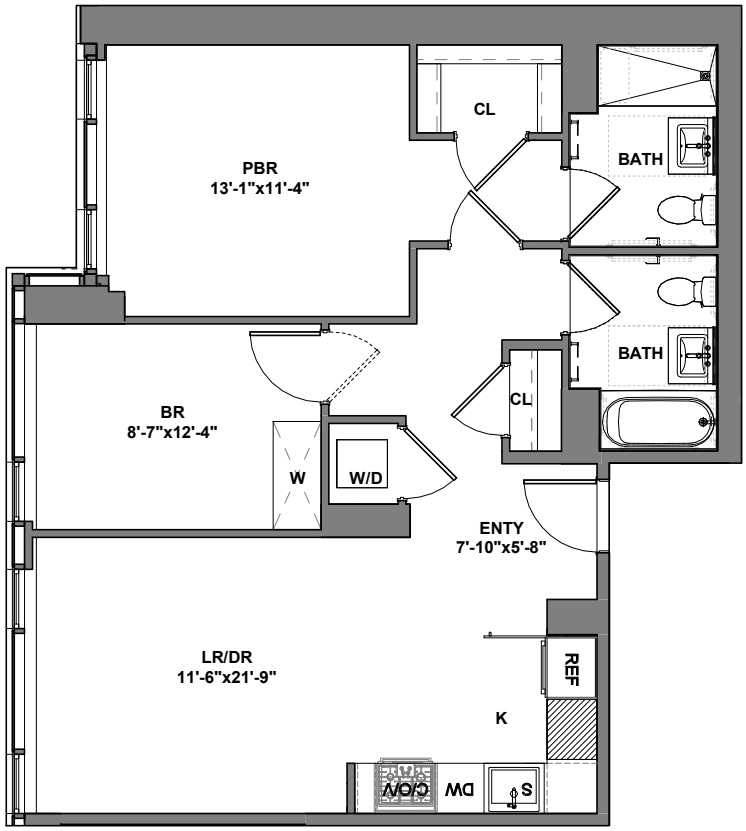
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

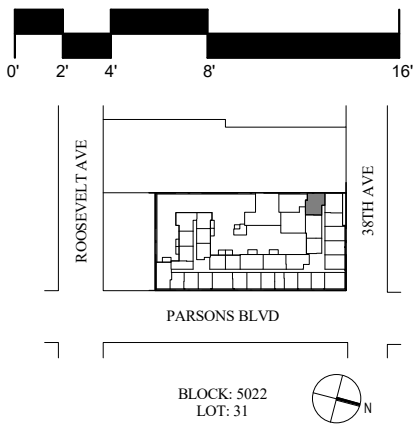



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 431, 4TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 906 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





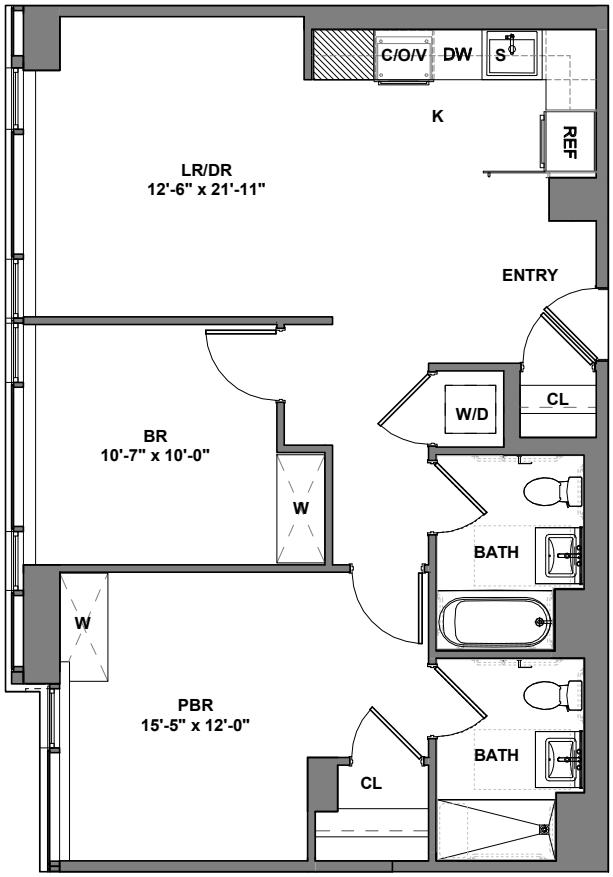
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| REF | REFRIGERATOR |
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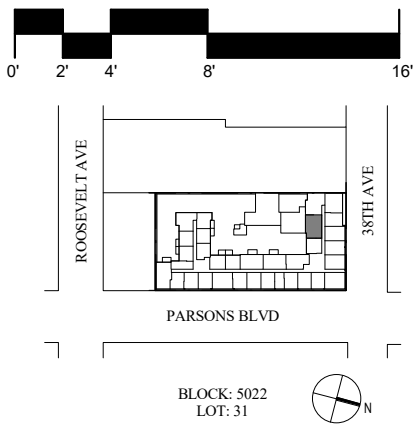



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 432, 4TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 871 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





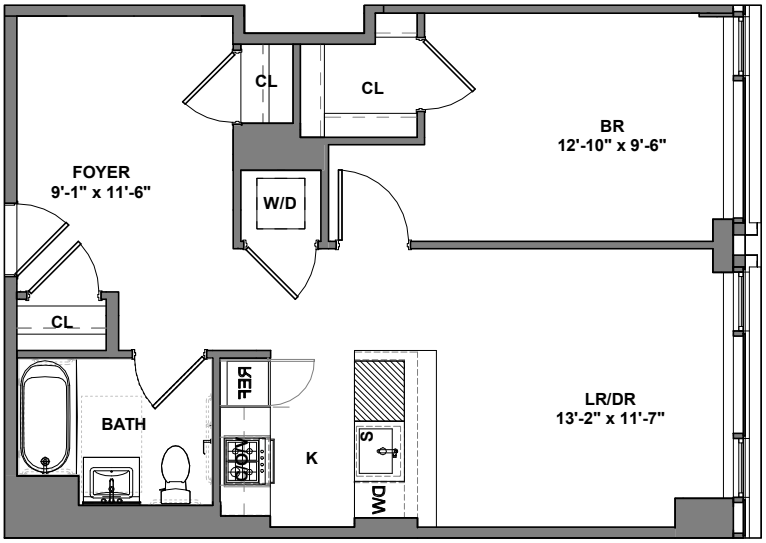
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

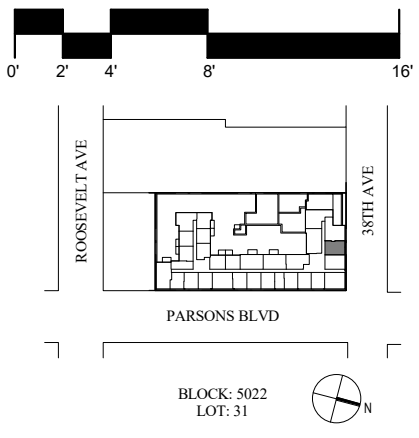



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 527, 5TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 666 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





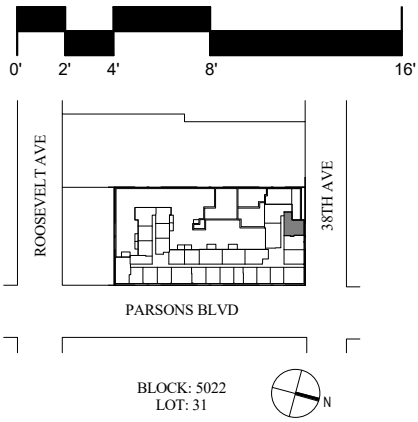
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381 PARK AVENUE SOUTH
NEW YORK, NY 10016

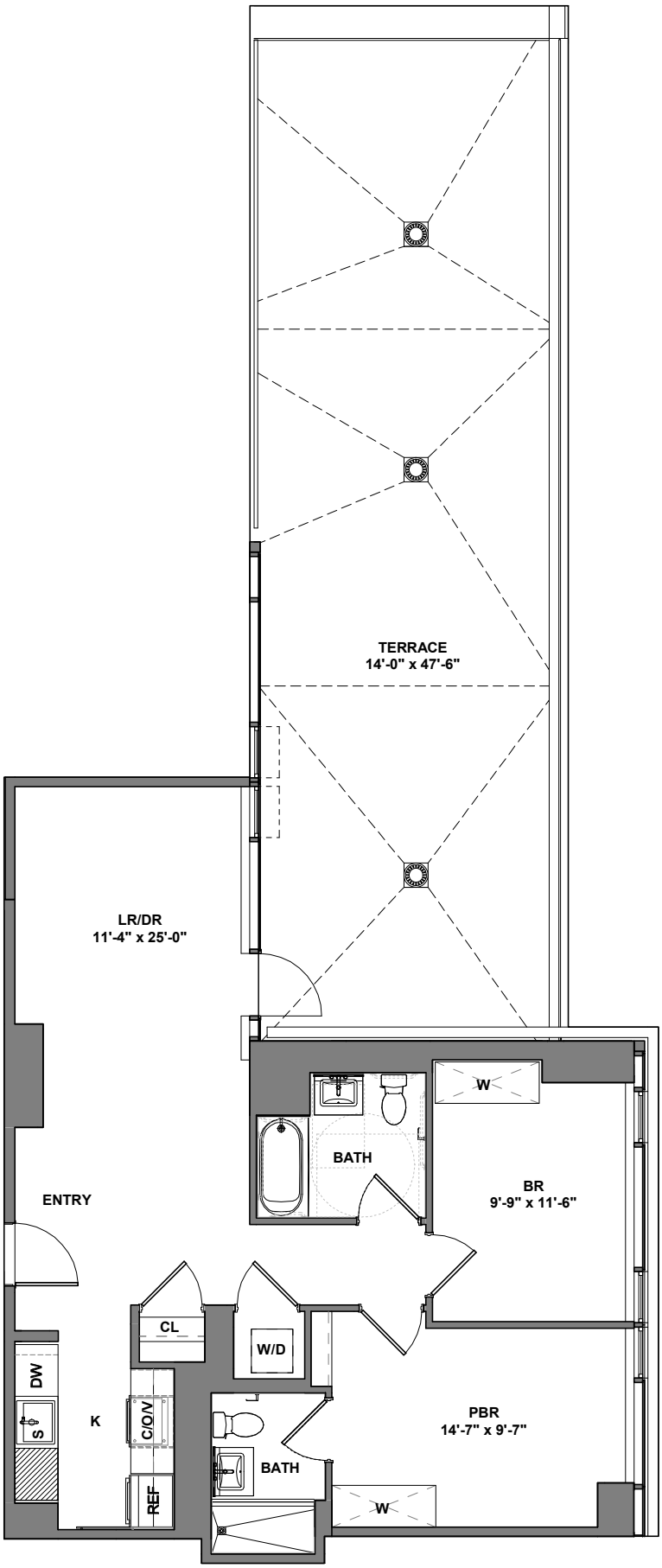
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DATE: 03/21/2024

**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |




# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 528, 5TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 888 SF; APPROX TERRACE AREA 699 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

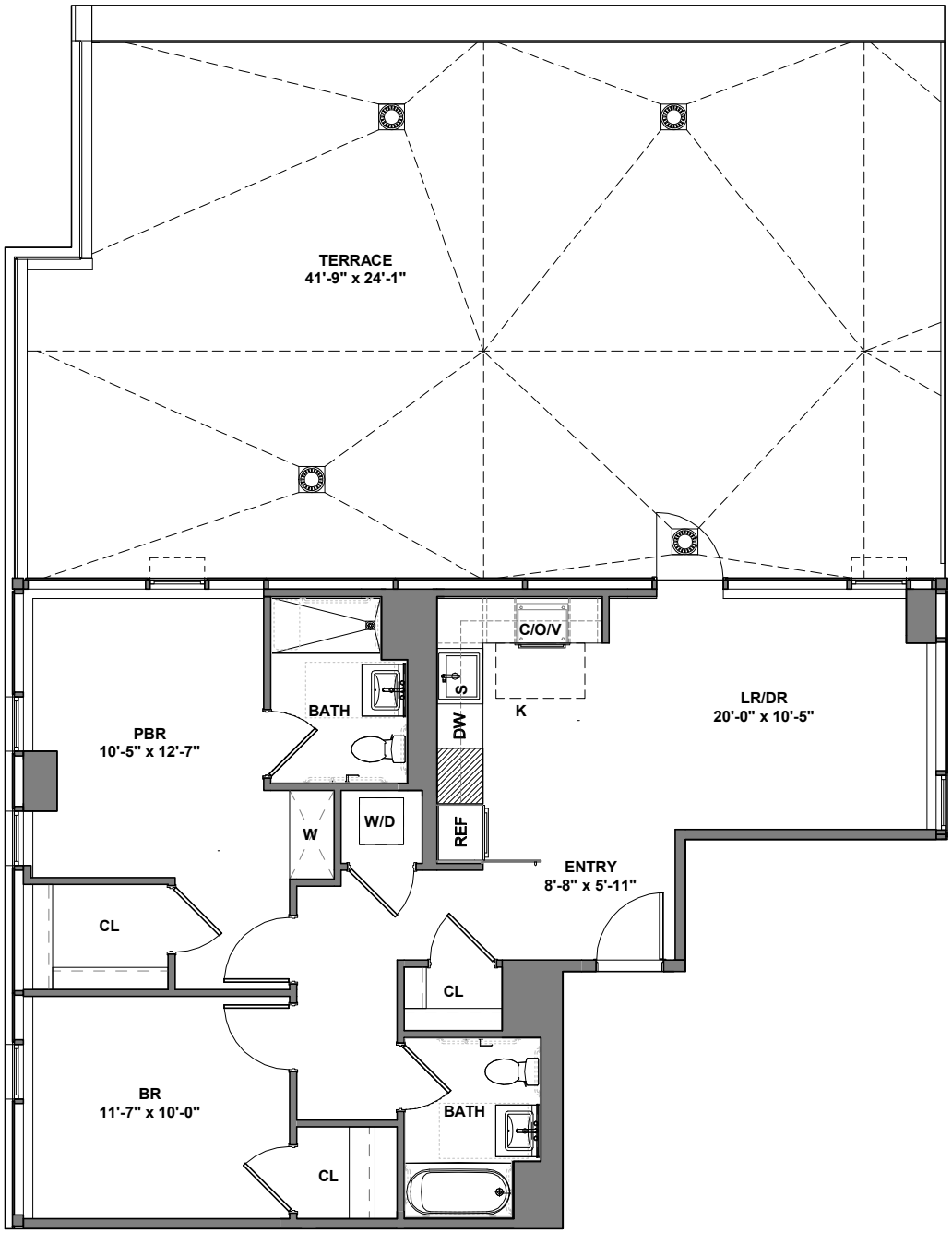

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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |



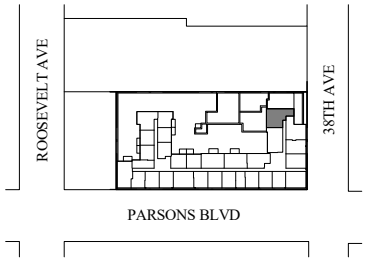

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 529, 5TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 956 SF; APPROX TERRACE AREA 980 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





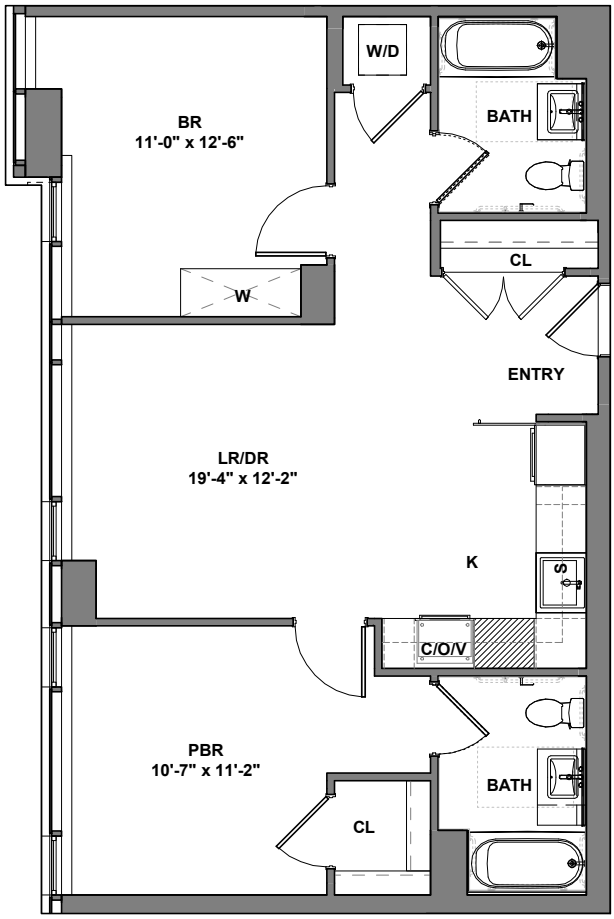
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
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| C | COOKTOP |
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| LR | LIVING ROOM |
| DR | DINING ROOM |
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| CL | CLOSET |



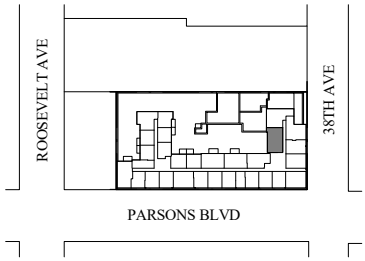

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 530, 5TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 894 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





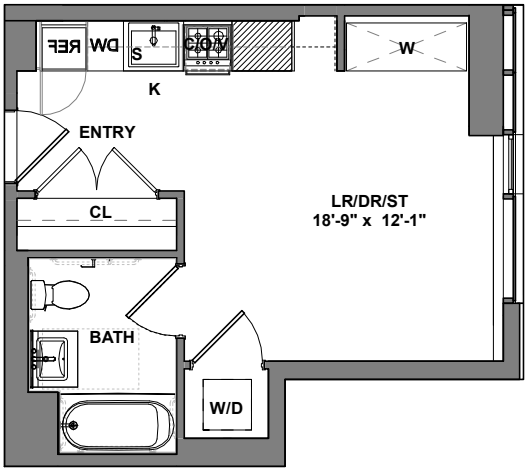
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**LEGEND:**

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| S | SINK |
| R | RANGE |
| C | COOKTOP |
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| CL | CLOSET |

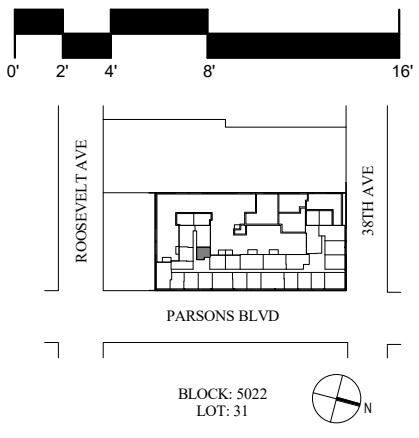



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 606,706, 6TH-7TH FLR

0 BEDRM, 1 BATHRM
APPROX AREA 373 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





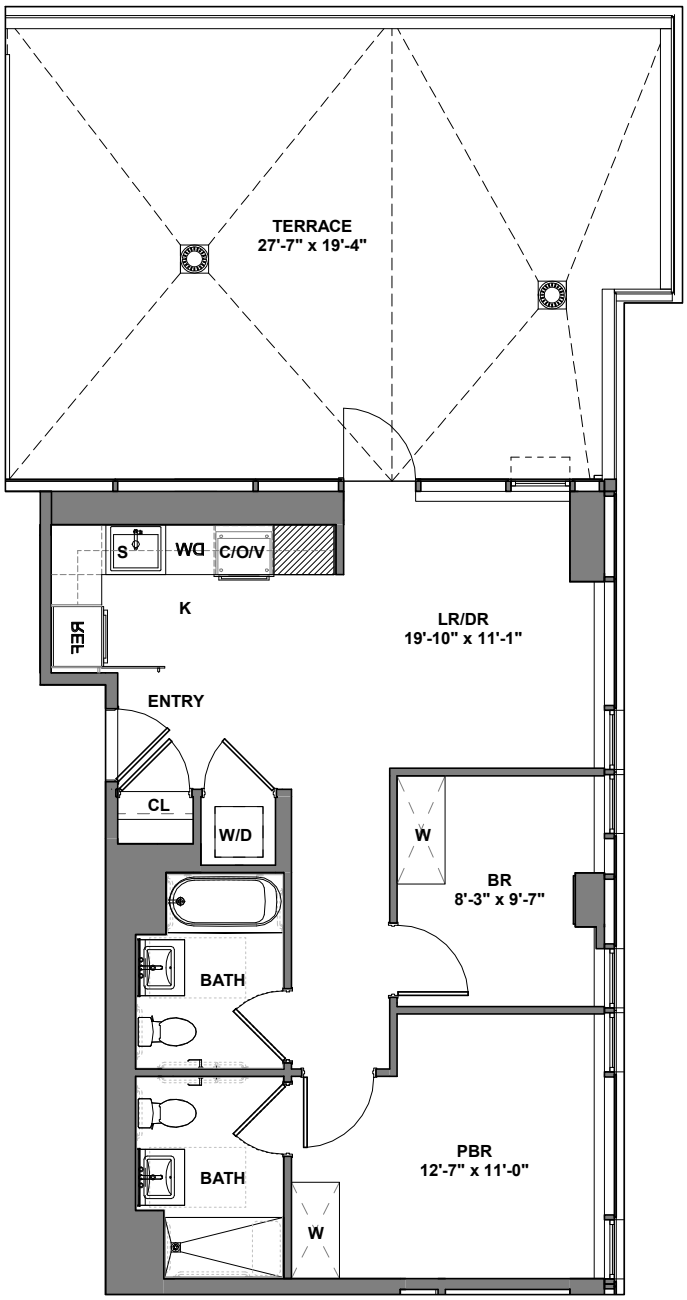
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**LEGEND:**

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|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

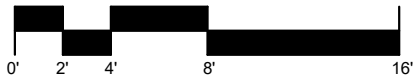


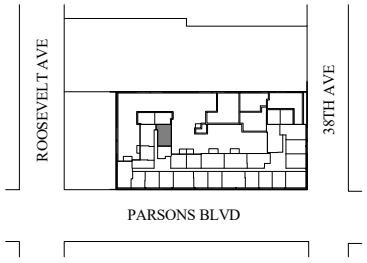

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 607, 6TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 734 SF; APPROX TERRACE AREA 515 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





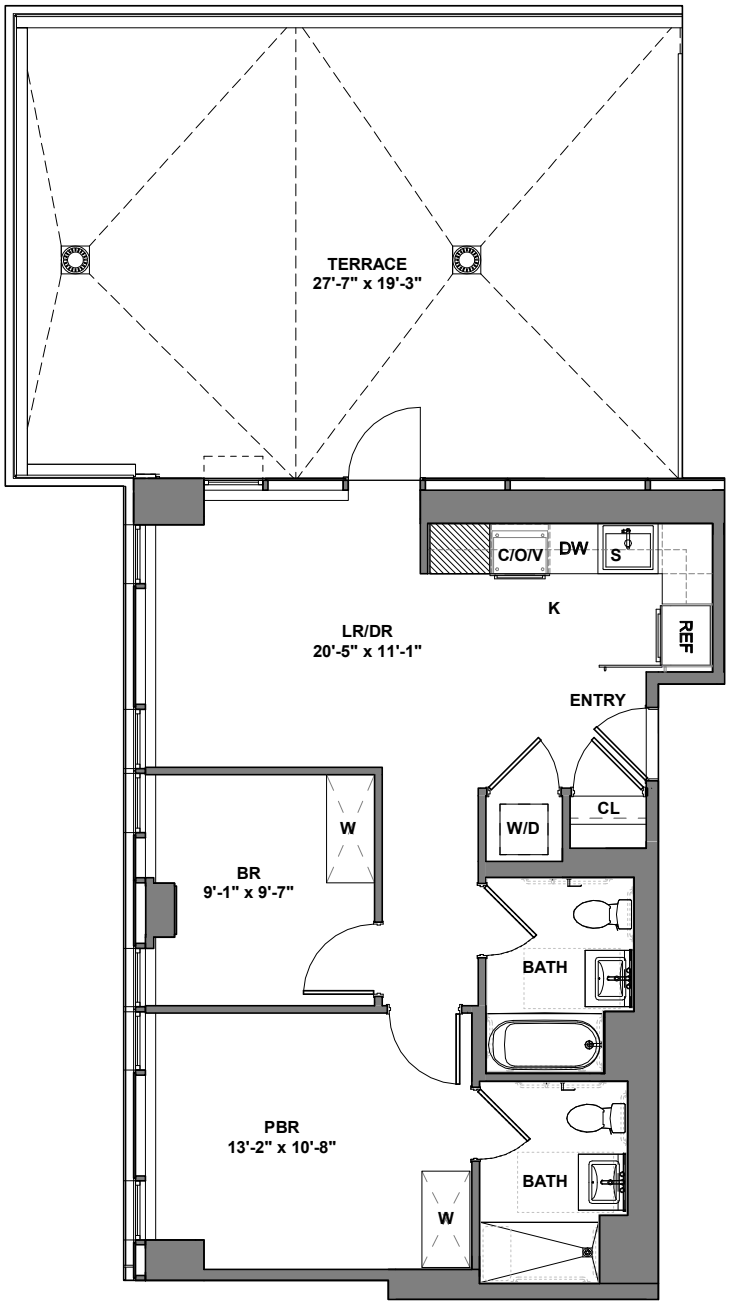
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**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

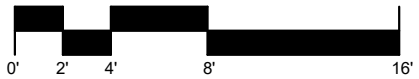


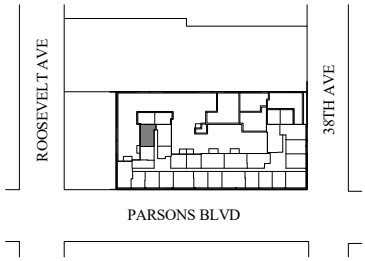

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 608, 6TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 751 SF; APPROX TERRACE AREA 532 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





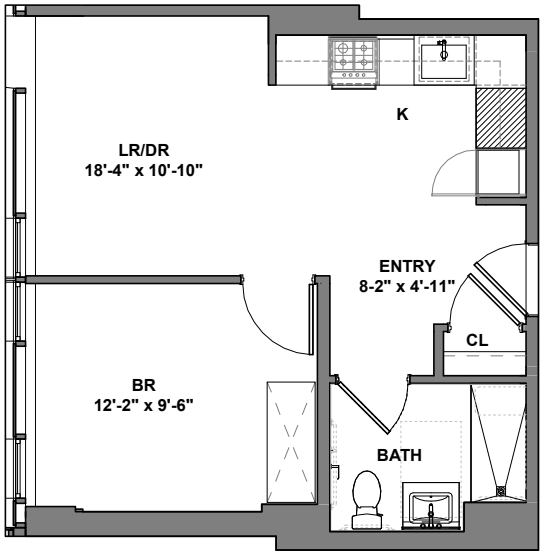
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**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

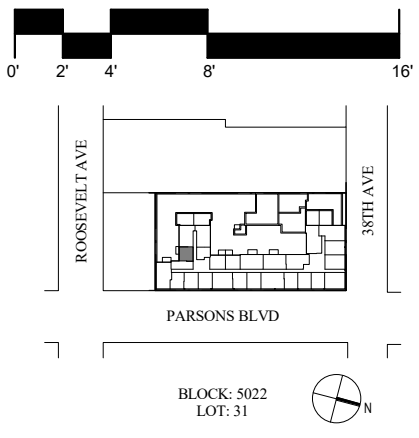



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 609,709, 6TH-7TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 468 SF; APPROX BALCONY AREA 58 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

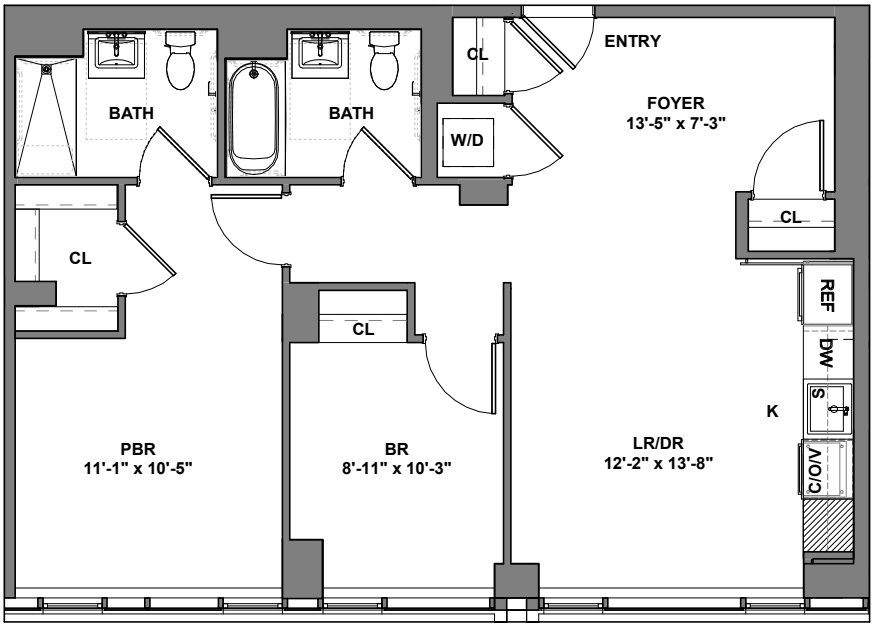



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**LEGEND:**

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| DW | DISHWASHER |
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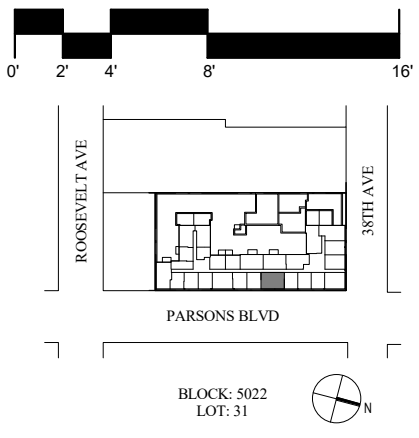



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 618, 6TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 892 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

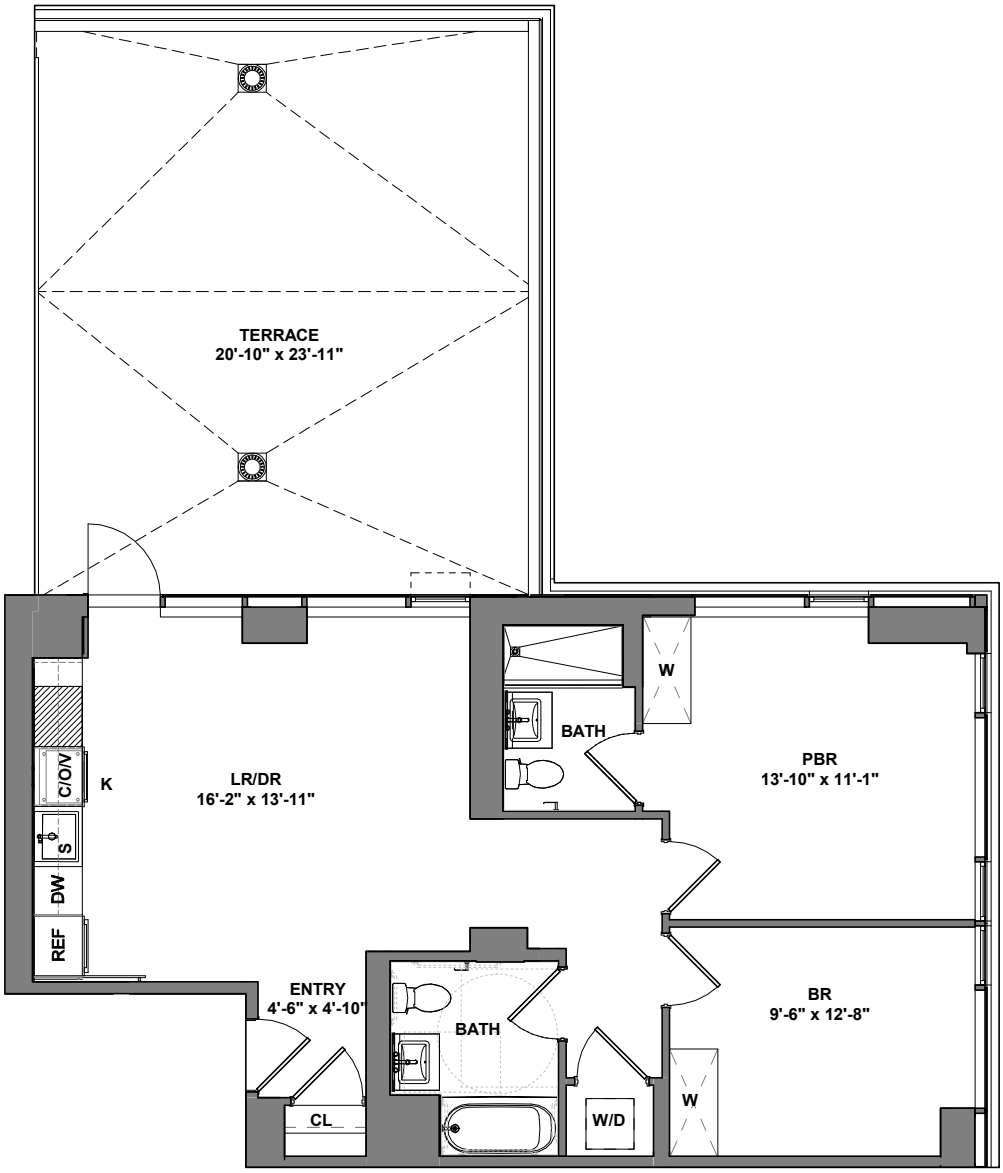



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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
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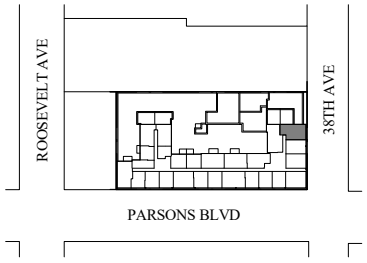

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 625, 6TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 882 SF; APPROX TERRACE AREA 502 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31

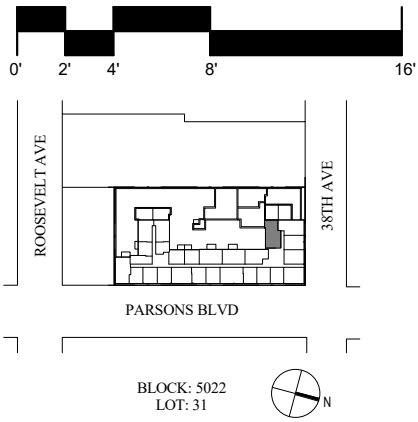

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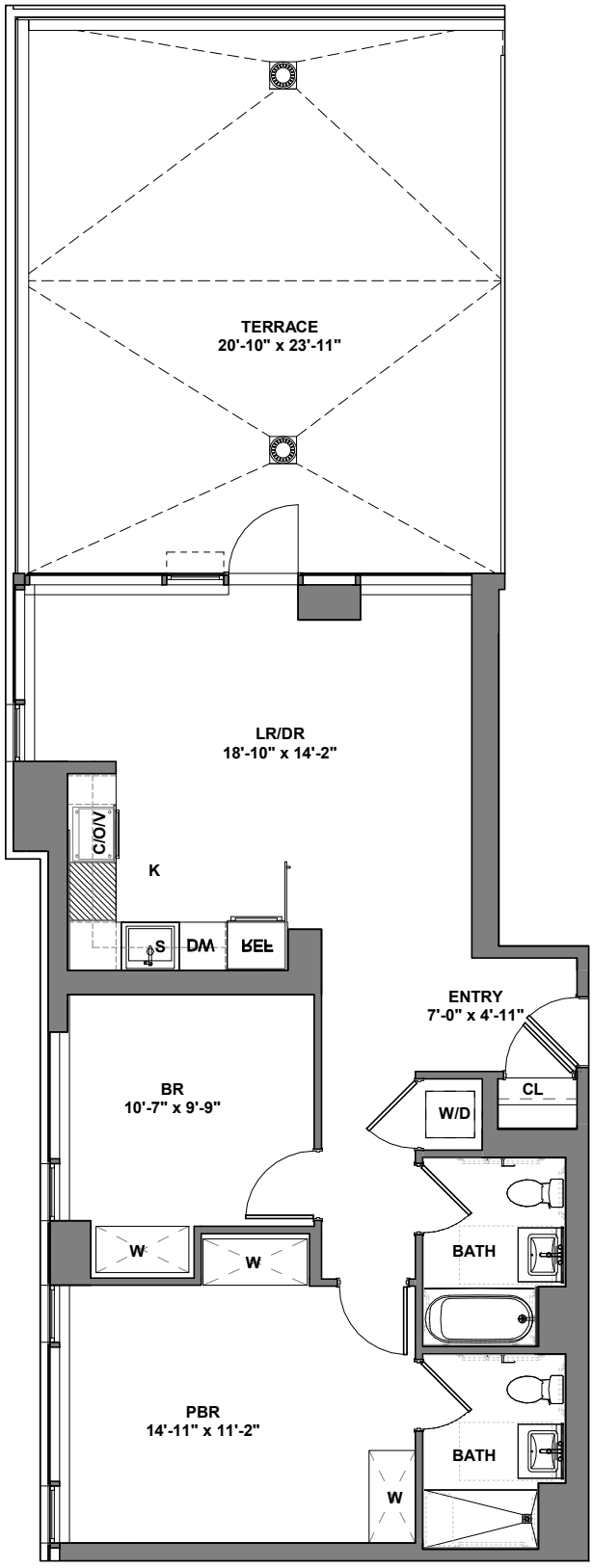
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DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |




# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 626, 6TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 947 SF; APPROX TERRACE AREA502 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

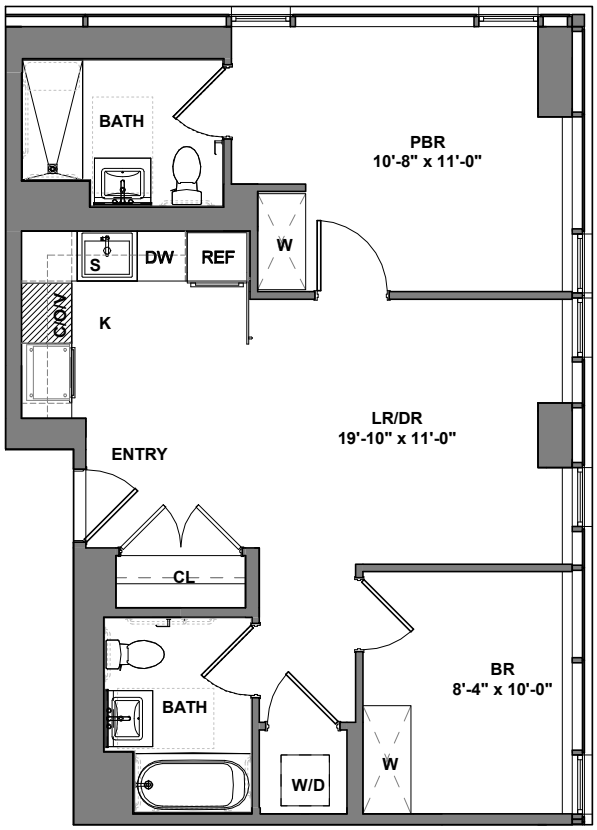

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DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

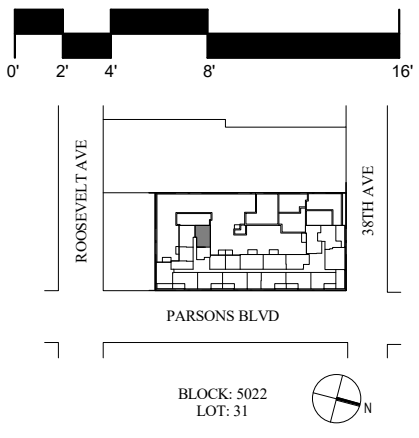



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 707, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 758 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





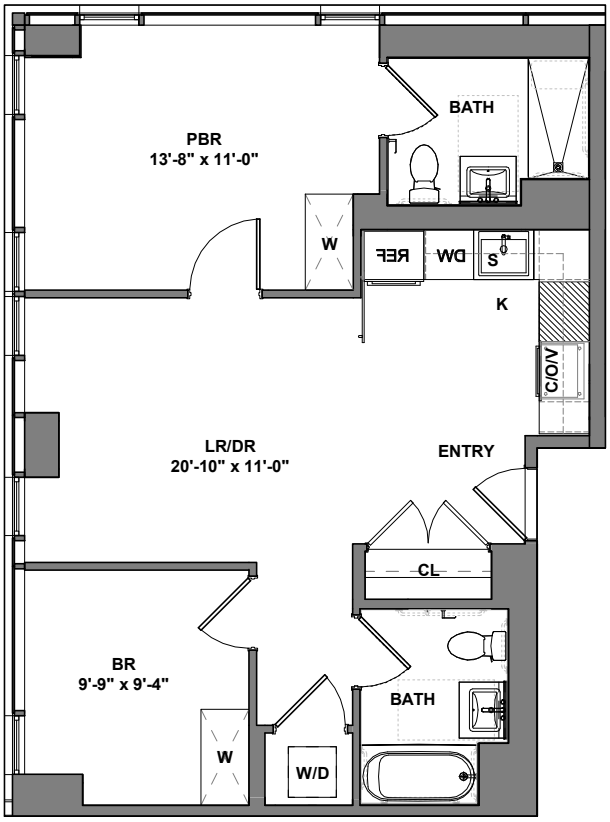
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DATE: 03/21/2024

**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

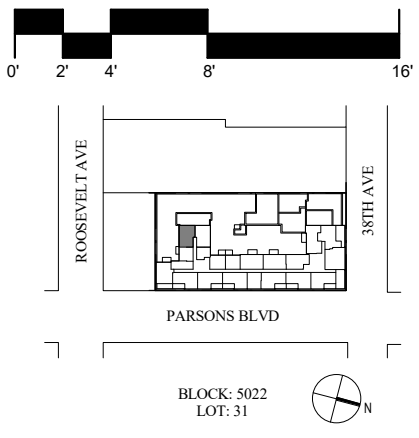



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 708, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 774 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





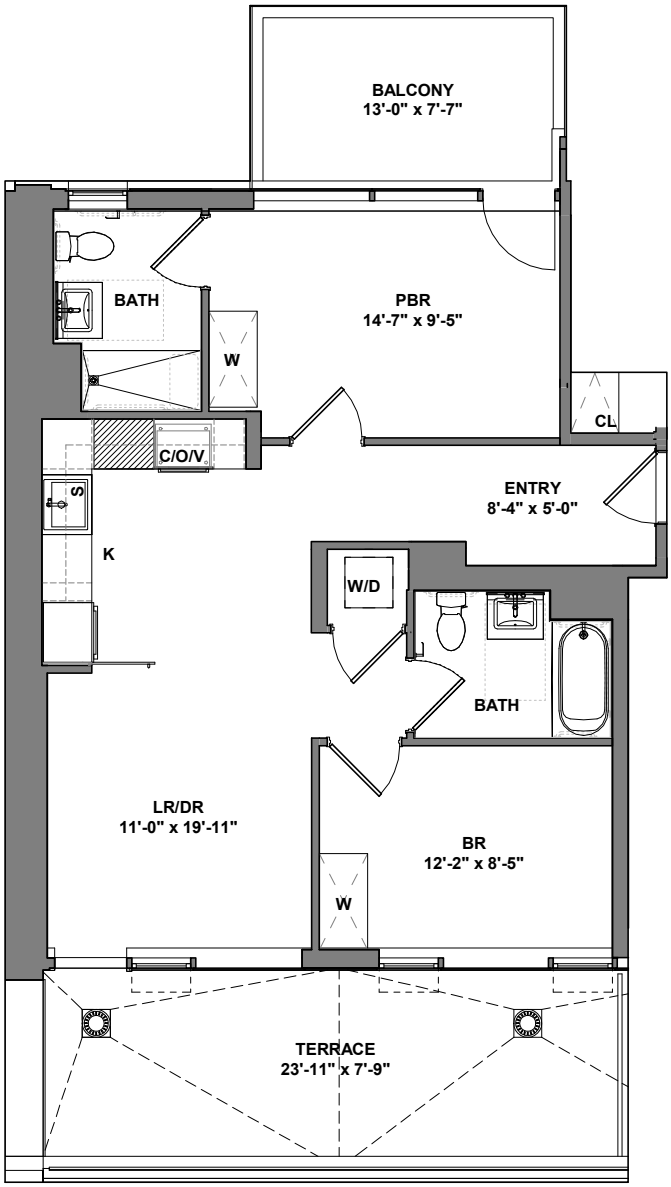
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
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| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

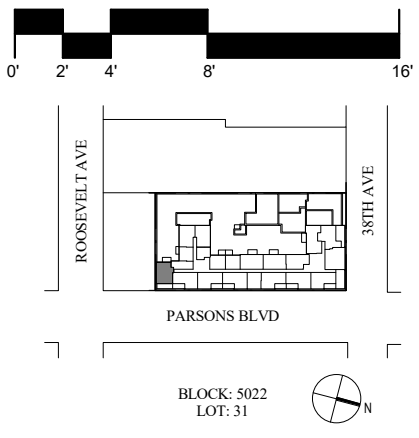



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 711, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 819 SF; APPROX TERRACE AREA 197 SF; APPROX BALCONY AREA 100 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





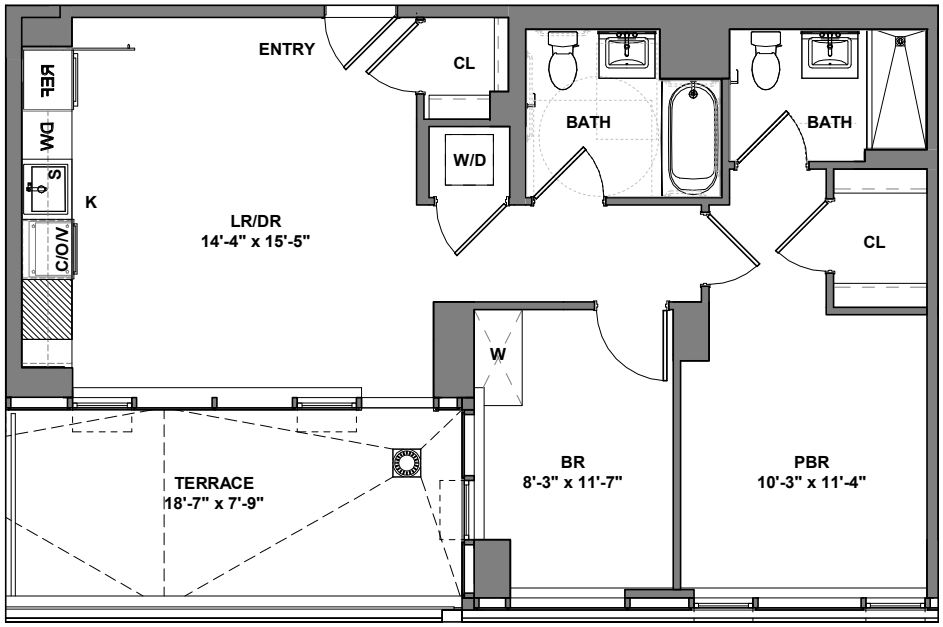
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**LEGEND:**

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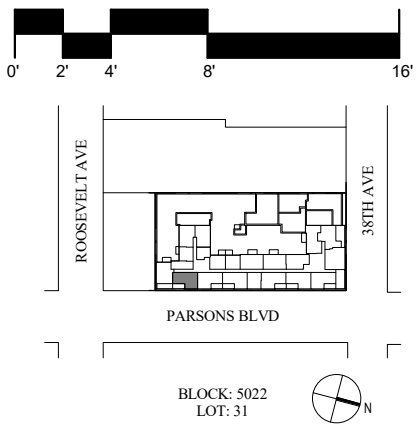



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 712, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 806 SF; APPROX TERRACE AREA 154 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





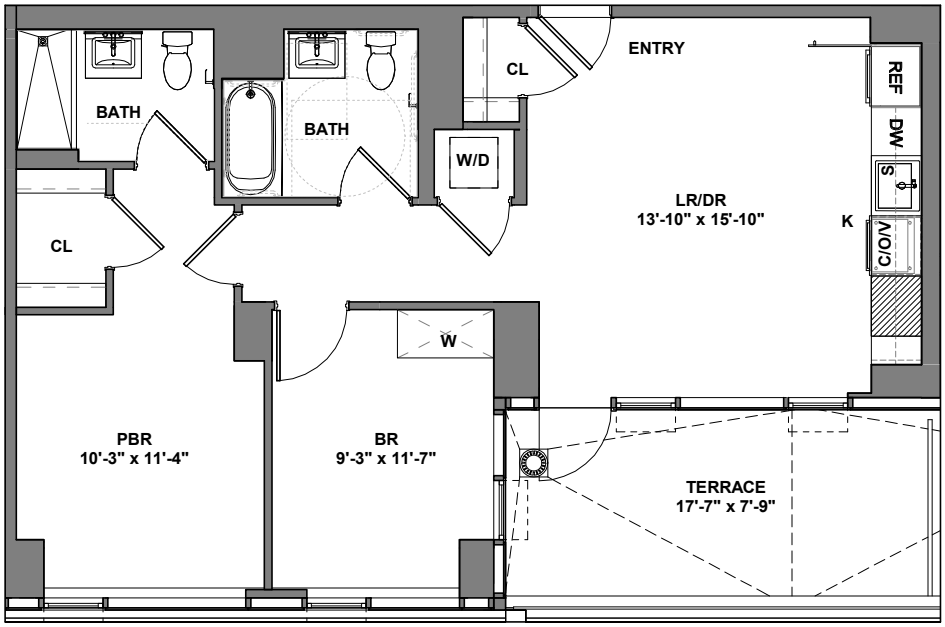
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
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| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

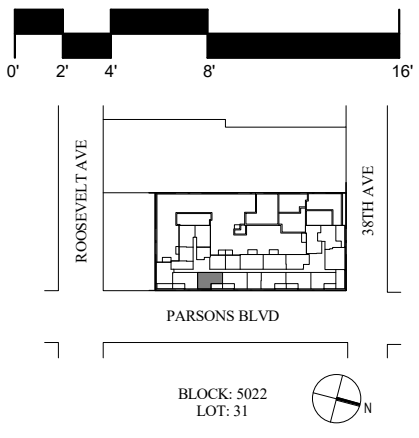



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 713, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 817 SF; APPROX TERRACE AREA 148 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





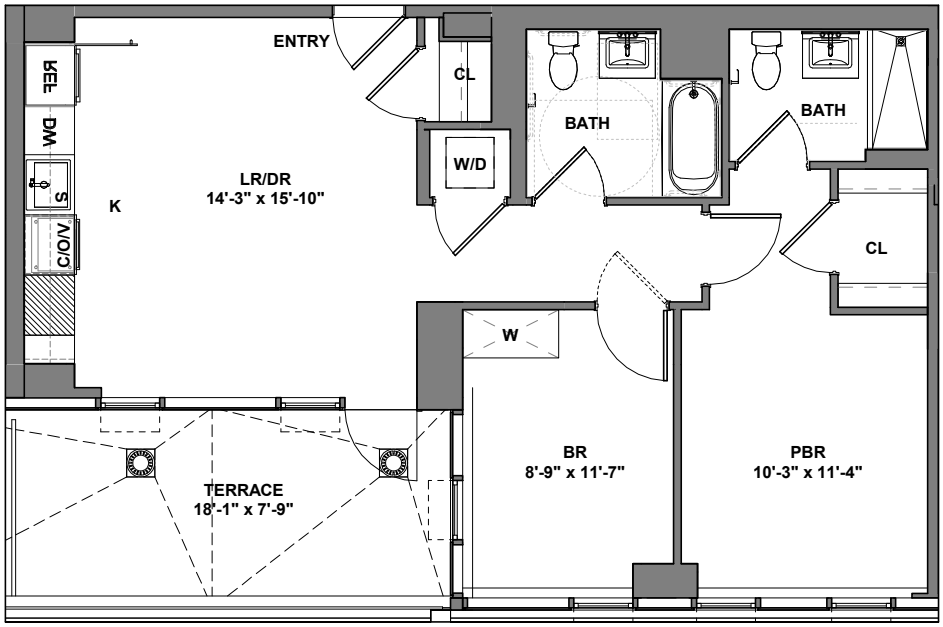
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
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| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
| BATH | BATHROOM |
| CL | CLOSET |

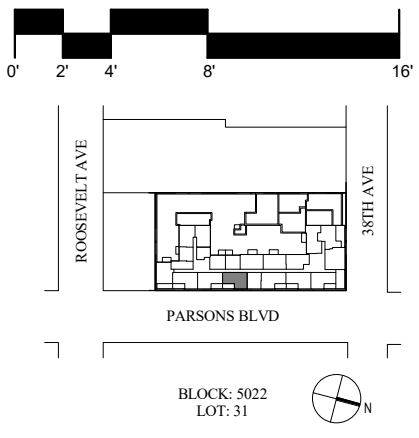



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 714, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 809 SF; APPROX TERRACE AREA 148 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





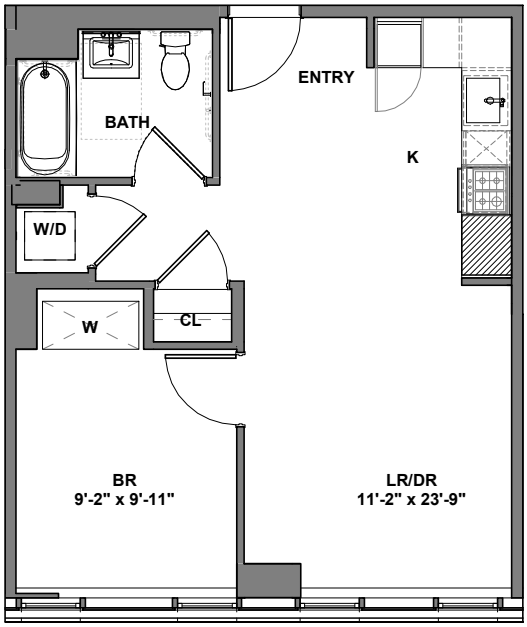
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**LEGEND:**

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| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
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| BATH | BATHROOM |
| CL | CLOSET |



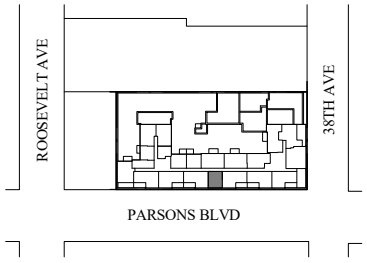

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 715, 7TH FLR

1 BEDRM, 1 BATHRM
APPROX AREA 536 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31

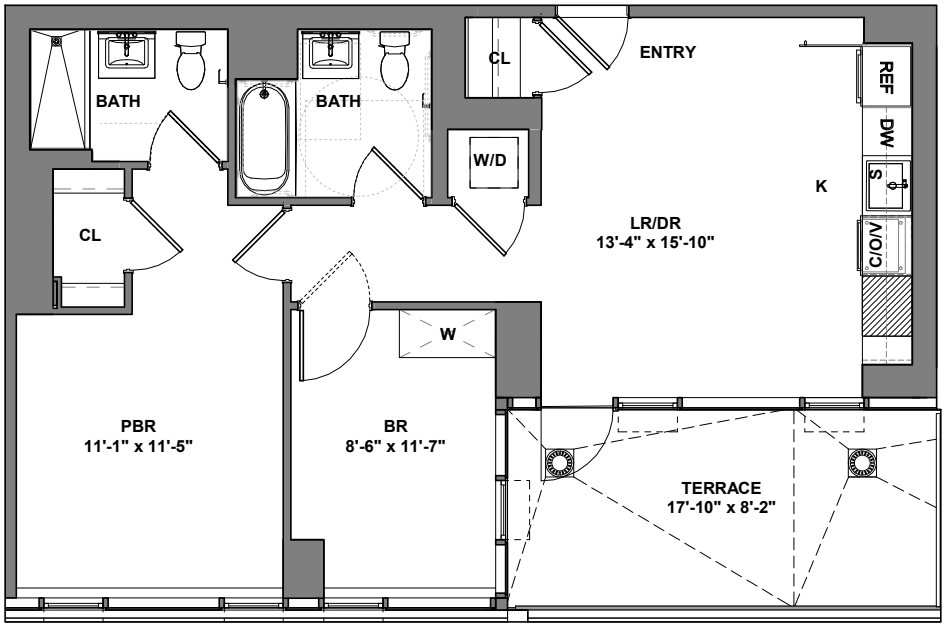



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**LEGEND:**

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| DW | DISHWASHER |
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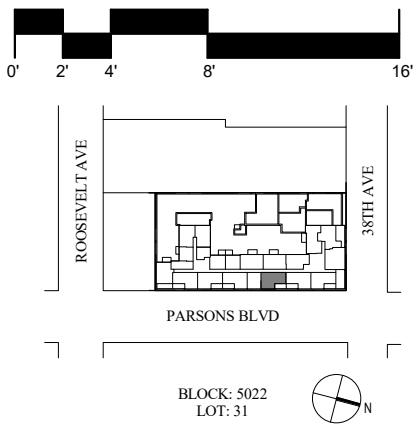



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 716, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 807 SF; APPROX TERRACE AREA 148 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





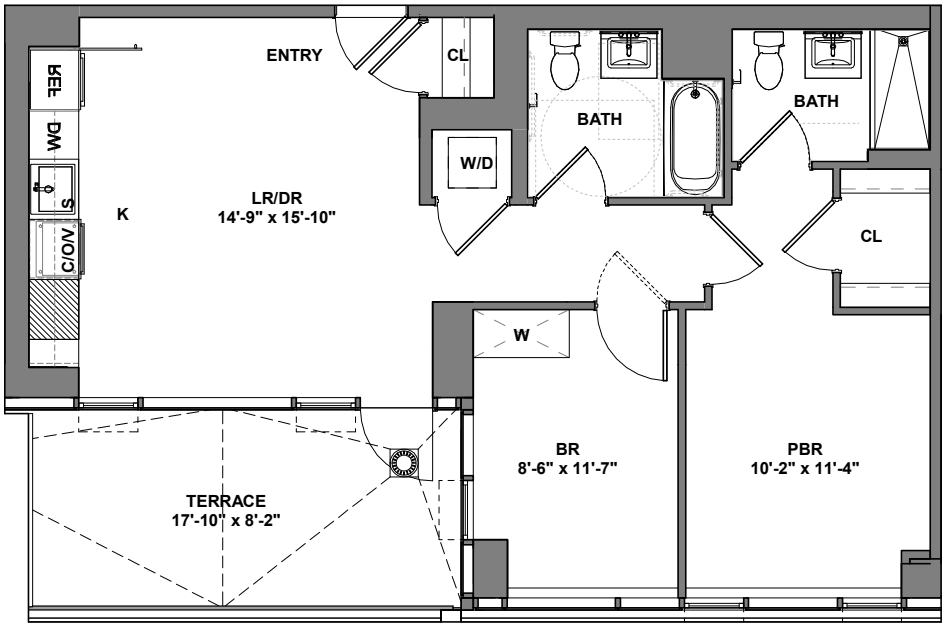
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**LEGEND:**

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| DW | DISHWASHER |
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| K | KITCHEN |
| LR | LIVING ROOM |
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| CL | CLOSET |

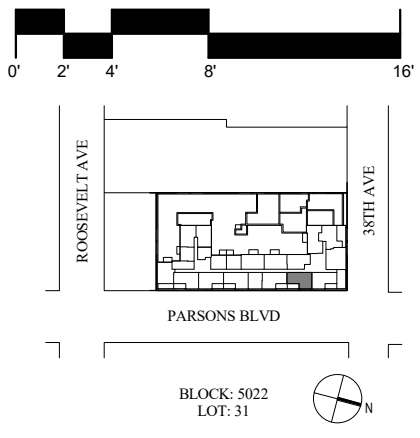



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 717, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 808 SF; APPROX TERRACE AREA 148 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





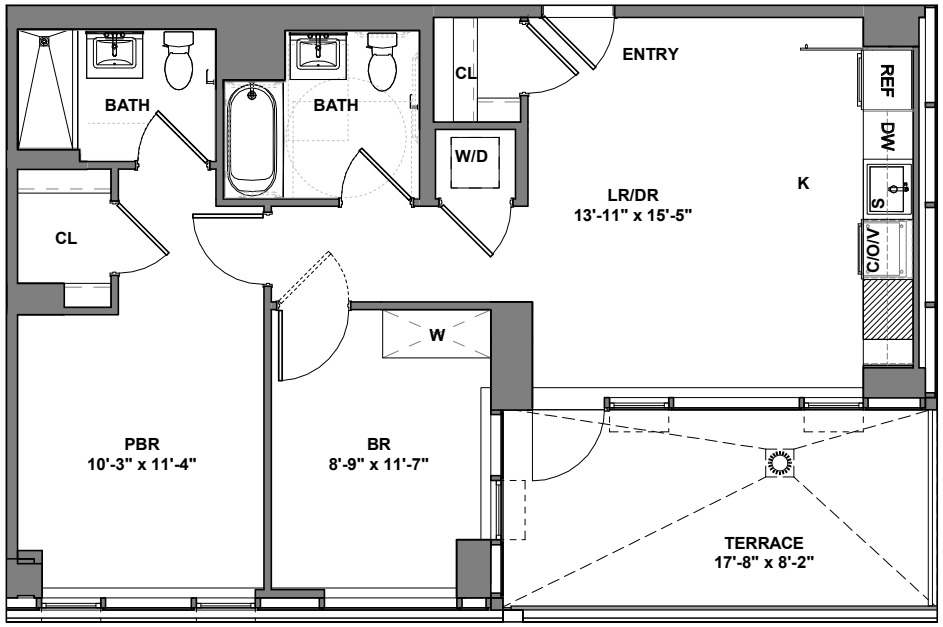
**STEPHEN B. JACOBS GROUP, PC**
ARCHITECTS AND PLANNERS
212.421.3712
381 PARK AVENUE SOUTH
NEW YORK, NY 10016

©2022

DATE: 03/21/2024

**LEGEND:**

| | |
|---|---|
| DW | DISHWASHER |
| S | SINK |
| R | RANGE |
| C | COOKTOP |
| O | OVEN |
| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
| K | KITCHEN |
| LR | LIVING ROOM |
| DR | DINING ROOM |
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| CL | CLOSET |

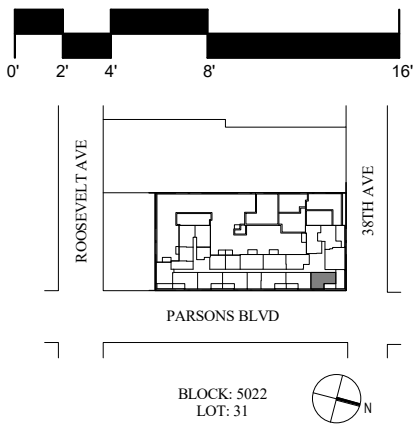



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 718, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 817 SF; APPROX TERRACE AREA 147 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.

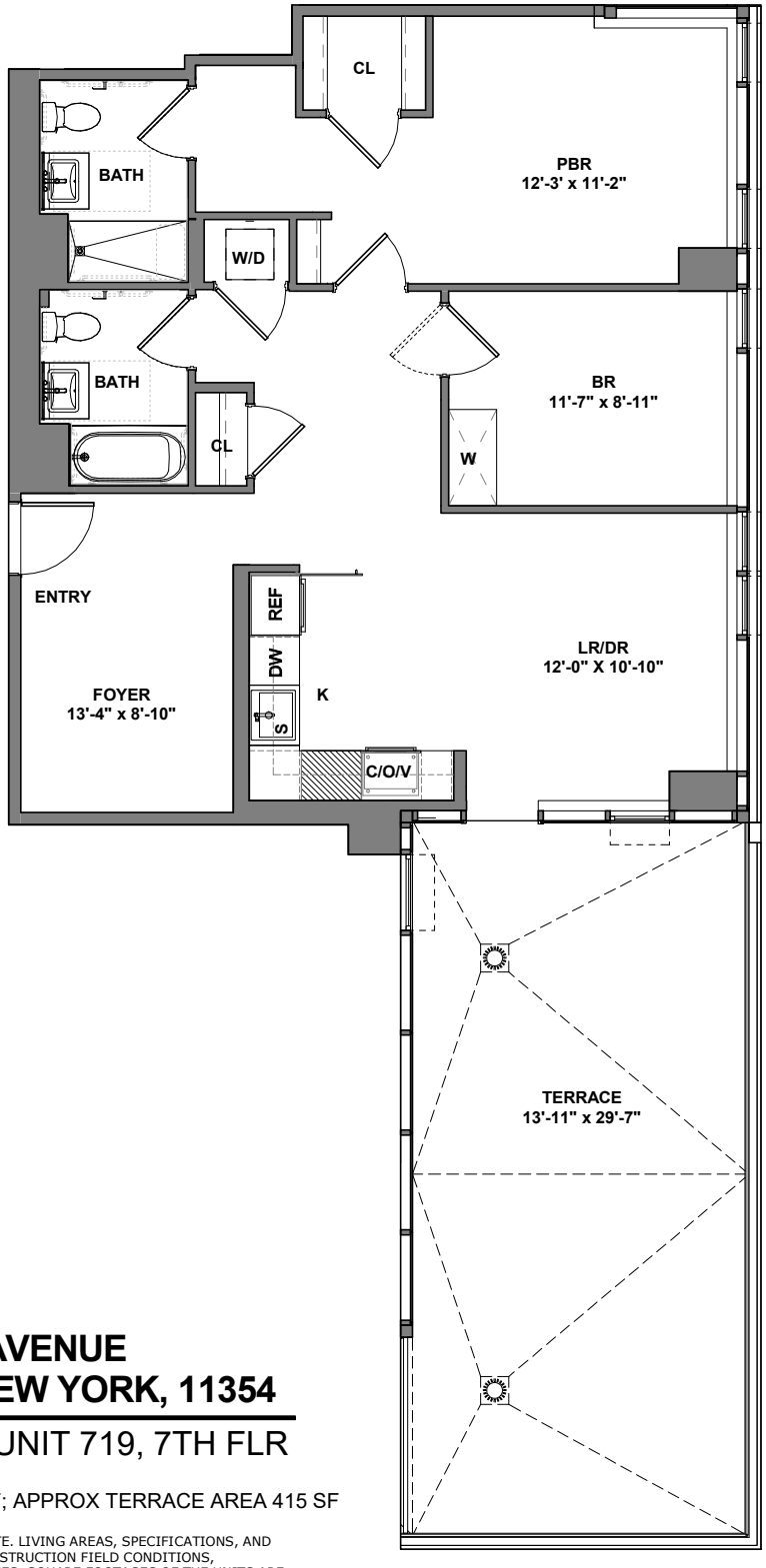



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DATE: 03/21/2024

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| REF | REFRIGERATOR |
| V | VENTILATION HOOD |
| W | WARDROBE |
| W/D | WASHER & DRYER |
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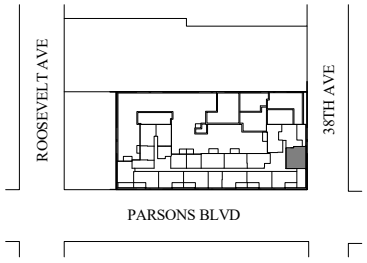

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 719, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 1015 SF; APPROX TERRACE AREA 415 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




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LOT: 31





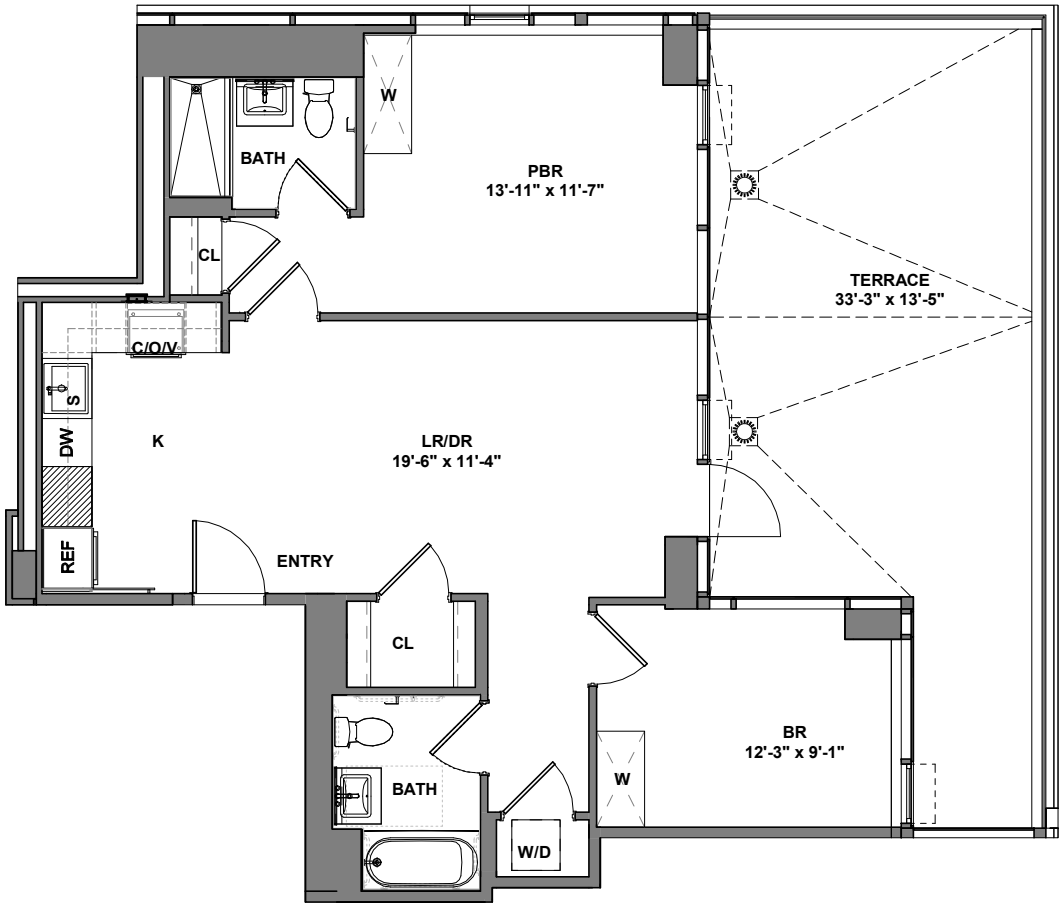
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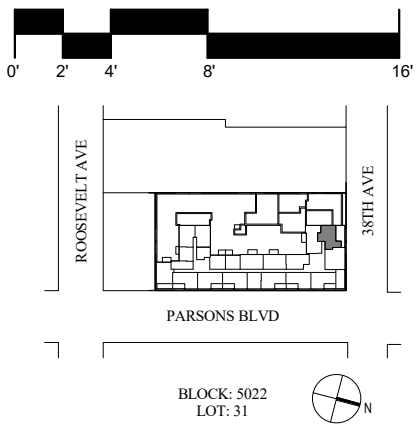



# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 720, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 907 SF; APPROX TERRACE AREA 388 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.





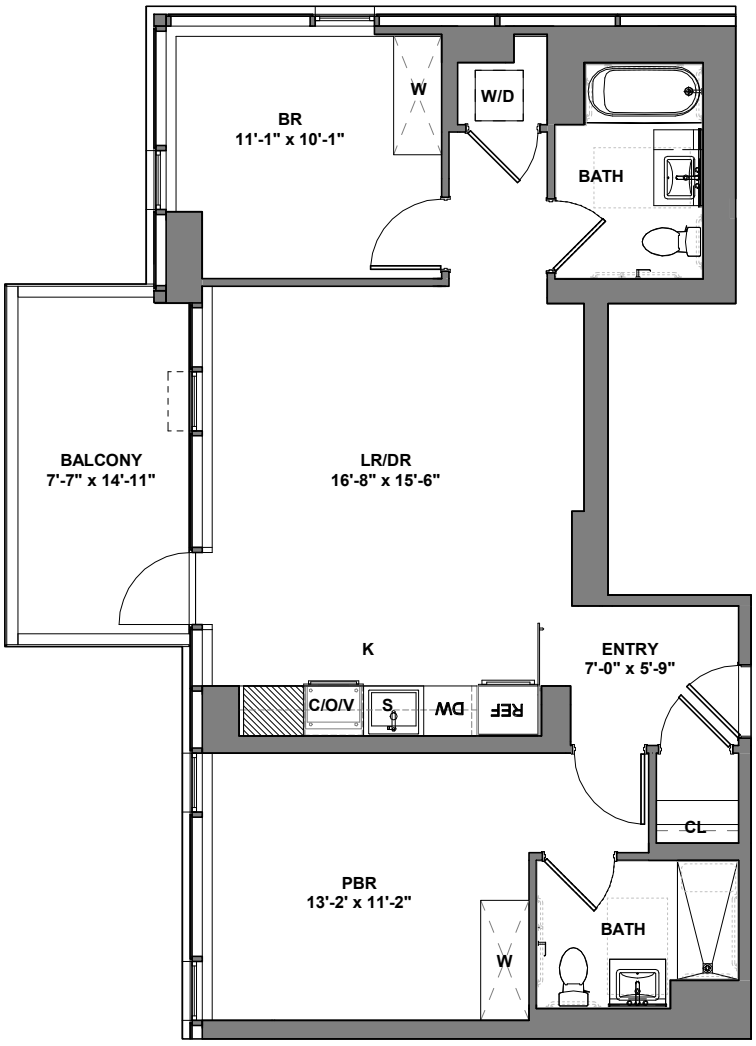
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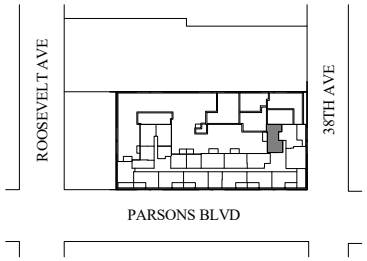

# 143-58 38TH AVENUE
# FLUSHING, NEW YORK, 11354

## RESIDENCE - UNIT 721, 7TH FLR

2 BEDRM, 2 BATHRM
APPROX AREA 923 SF; APPROX BALCONY AREA 113 SF

ALL DIMENSIONS ARE APPROXIMATE. LIVING AREAS, SPECIFICATIONS, AND MATERIALS MAY VARY DUE TO CONSTRUCTION FIELD CONDITIONS, REQUIREMENTS, AND AVAILABILITIES. SQUARE FOOTAGES OF THE UNITS ARE MEASURED TO EXTERIOR SIDE OF GLASS OR THE EXTERIOR WALLS AT BUILDING LINE AND/OR PROPERTY LINE; TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT; TO THE EXTERIOR OF THE WALLS AND PARTITIONS SEPARATING THE UNIT FROM THE PUBLIC CORRIDOR; OR THE MIDPOINT OF WALLS AND PARTITIONS SEPARATING A UNIT FROM STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. EXTERIOR TERRACE AREA IS MEASURED FROM THE EXTERIOR FACE OF THE UNIT WALL TO THE EXTERIOR SIDE OF THE TERRACE WALL OR RAILING. SQUARE FOOTAGES SHOWN EXCEED THE USEABLE FLOOR AREA.




BLOCK: 5022
LOT: 31





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212.421.3712 NEW YORK, NY 10016

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DATE: 03/21/2024

## ESCROW AGREEMENT

AGREEMENT made this _____ day of _____, 2024, by and among _____ ("PURCHASER"), EASTONE PARSONS HOLDING LLC ("SPONSOR"), as Sponsor of the EASTONE PLAZA CONDOMINIUM offering plan ("Plan") and THOMAS BERINATO, ESQ. ("ESCROW AGENT").

**WHEREAS**, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium ownership interests at the premises located at 38-20 Parsons Boulevard Flushing, NY 11354, subject to the terms and conditions set forth in the Plan; and

**WHEREAS**, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b), 352-(h) and the New York Department of Law's regulations promulgated thereunder; and

**WHEREAS**, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (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 has established 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 units (the "Purchase Agreement") at JP Morgan Chase Bank, 81-35 Lefferts Blvd., Kew Gardens, NY 11415, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Thomas E. Berinato, Escrow Account for the Eastone Plaza Condominium ("Escrow Account"). The Master Account number is XXXXXXXXXX. A separate segregated sub account will be established for each unit purchaser.

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: Thomas Berinato. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of Law Office of Thomas Berinato, 123-40 83rd Avenue, Suite 1D, Kew Gardens, NY, and a telephone number of (718) 575-3400.

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 not 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 Thomas E. Berinato, 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 ESCROW AGENT is hereby obligated to send a notice of all Deposits received by ESCROW AGENT to PURCHASER within ten (10) business days of receipt of same. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 23rd Floor, New York, N.Y. 10271. 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 an effectiveness 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 §§ 352-3(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the unit;

3.2.2 in a subsequent writing signed by both SPONSOR and PURCHASER; or

3.2.3 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. RECORDKEEPING.**

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 PURCHASER, using such transmittal forms as required by ESCROW AGENT.

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 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-(h) and the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

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

ESCROW AGENT:

_____
LAW FIRM OF THOMAS E BERINATO

SPONSOR:
EASTONE PARSONS HOLDING LLC

By:_____
Member

PURCHASER:

By: _____

**DECLARATION OF CONDOMINIUM**

**DECLARATION**

**ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP FOR PREMISES LOCATED AT**

**38-20 PARSONS Boulevard, FLUSHING, NEW YORK,**

**BOROUGH OF QUEENS, QUEENS COUNTY, CITY OF NEW YORK,**

**THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN**

**BLOCK 5022 LOT 31 N/K/A Lots _____**

**ON THE TAX MAP**

**OF THE BOROUGH OF QUEENS, QUEENS COUNTY,**

**CITY AND STATE OF NEW YORK**

**PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW**

**OF THE STATE OF NEW YORK.**

**NAME: Eastone Plaza Condominium**

**SPONSOR: EASTONE PARSONS HOLDING LLC**

**33-34 Prince Street**

**Flushing, NY 11354**

**DATE OF DECLARATION: ____ day of _____, 202_**

**RECORD AND RETURN TO:**

**THOMAS E. BERINATO**
**123-40 83rd Avenue**
**Suite 1D**
**Kew Gardens, NY 11415**

**PLAN OF CONDOMINIUM UNIT OWNERSHIP**

**DECLARATION OF EASTONE PLAZA CONDOMINIUM**
**PURSUANT TO ARTICLE 9-B OF THE**
**REAL PROPERTY LAW OF THE STATE OF NEW YORK**

In the City of New York, Queens County and State of New York, on this ___ day of _____, 202__, EASTONE PARSONS HOLDING LLC , whose principal offices and domicile is situated at 33-34 Prince Street, Flushing, NY 11354, hereinafter referred to as Sponsor represented, do hereby declare:

1. Submission of Property.

Sponsor hereby submits the Property (a, defined in the Definitions set forth on Schedule B hereto) to the provisions of Article 9-B of the Real Property Law of the State of New York.

2. Area, Location and Description of Land.

The land (the Land) has an lot area of approximately 9,494.4 sq. ft. and consists of all that certain tract, plot, piece and parcel of land situated, lying and being in the Borough of Queens, Queens County and City of New York, more particularly described in Schedule A annexed hereto and made a part hereof. The Land is owned by Sponsor in fee simple absolute.

3. Definitions.

A. The owner of each Unit is hereinafter referred to as a Unit Owner. Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common tenancy or by the entirety, and a majority vote of such owners shall be necessary to cast the Unit Owner's vote referred to in paragraph 14 of this Declaration.

B. A Unit as hereinafter referred to shall be defined as follows: the approximate physical dimensions of each residential unit consists of the area enclosed horizontally from the outside of the exterior walls to the centerline of the partitions separating one unit from another unit, corridors, stairs, elevators and other mechanical equipment spaces or any common elements as hereafter defined, or the unit side of the opposite exterior walls. Vertically, each unit consists of the space between the upper face of the subfloor and the upper face of the dry wall sealing

C. The Building as hereinafter referred to shall be defined as EASTONE PLAZA CONDOMINIUM at 38-20 Parsons Boulevard, Flushing, New York 11354.

D. Condominium as hereinafter referred to shall mean EASTONE PLAZA CONDOMINIUM, which is composed of the Unit Owners.

E. Sponsor shall mean EASTONE PARSONS HOLDING LLC and its successors and assigns.

F. Sponsor-designee as hereinafter referred to shall mean any person or entity designated by Sponsor to acquire title to a Unit. Sponsor-designee shall have the right to designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights, and any such designee shall be deemed to be a Sponsor-designee.

G. All capitalized terms used in this Declaration that is not defined herein shall have the meanings as set forth in Schedule B.

4. Description of Building and Units:

A. Sponsor is constructing the Building, which will consist of seven floors, a cellar and sub-cellar. There are 175 residential units on Second to Sixth Floor, nineteen (19) community facility units located on the 1st Floor, seventy-nine (79) parking spaces in the sub-cellar, and seventy-fine (75) parking spaces in the cellar. The building will be a total height of approximately 74'-10" measured from the Baseplane elevation to the top of the roof above the 6th floor. The floor to ceiling heights shall be as follows: Cellar - varies from 10'-7" to 12'-2"; Basement - varies, 14'-8" 1st floor through to 6th floor - 9'-0" feet

B. Schedule C annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof; Unit designation; the percentage of interest in the Common Elements tax lot number; approximate area without Limited Common Elements; the number of rooms and appurtenant Limited Common Elements. The location of each Unit is more clearly designated in the Floor Plans, certified by Anthony Ng and reference should be made thereto for the statement of the location of each Unit.

5. Common Elements.

The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units, including without limitation:

(i) the land upon which the Buildings are located;

(ii) (a) All foundations, columns, girders, beams, supports, bearing walls, exterior walls and roofs, attics, concrete and masonry at the exterior face of the Building; (b) these portions of the walls and partitions dividing the Units from exterior walls, corridors. stairs or other Units located beyond the center line of partitions enclosing the Units; and (c) the concrete floor and beams, including any framing attached to the structure from which Drywall coiling is attached on the first floor and basement floor, (d) these portions of the exterior walls including and beyond the Unit side of the concrete block walls at the exterior face of the Building; and (e) the concrete floor to and including the underside of the concrete floor to and including the foundation; roofs, corridors, halls, stairs and stairway areas; lobbies; the area designated as Superintendent's storage area; storage and utility areas; all portions of the basement which are not included within a particular Unit; laundry facilities not located within a Unit and entrances to and exits from the Building; all other areas of the first floor.

(iii) All central and appurtenant installations for services such as electricity, steam, gas, hot and cold water, telephone and refrigeration which are not included in a particular Unit;

(iv) Any tanks, pumps, motor, fans, compressors, ducts, sewer pipes and drainage pipes and all apparatus and installations existing for common use.

Notwithstanding the foregoing, the following Common Elements shall be deemed Limited Common Elements and the use thereof shall be restricted to specified Unit Owners as set forth herein, subject to the right of the Board of Managers to enter upon the Limited Common Elements for maintenance, repair or improvement and to the rules and regulations of the Condominium:

Patios adjacent to, and with direct access from, the interior of a particular Unit as set forth on Schedule C hereto;

6. Use of Units.

Each of the Units may be used only for private residential use, except that a Unit Owner may use a portion of his Unit for any home occupation use, including as a professional office, provided that the nature and manner of such use complies with the Law and does not violate the then existing Certificate of Occupancy covering such Unit. Community facility and parking units may be used for those uses permitted by the certificate of occupancy. Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

7. Determination of Percentages in Common Elements.

The percentage of Common Interest allocated to each Unit is based upon appurtenant floor area pursuant to section 339-i (1)(iv) of the Real Property Law.

Please note that this plan contains Special Allocations pursuant to section 339-m of the Real Property Law for Labor, Hot Water, Water & Sewer and Management fees, which are contained in the Condominium's declaration. Commercial Unit owners must pay for their own water & sewer, provide for their own management and labor. Parking Unit owners only pay for electric and insurance expenses. This division is authorized under section 339-m based upon the exclusive use by residential unit owners of a common water and sewer meter and the exclusive use by residential unit owners of the services of the management company. The requirements for amending these provisions of the declaration do not differ from those otherwise provided in the declaration for other amendments.

8. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b)

alteration or repair to the Common Elements made by or with the consent of the Board of Managers or by the Sponsor or (c) as a result of original construction, or (d) as a result of repair or restoration of the Building or Unit after damage by fire or other casualty, or (e) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

9. Easements.

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use, maintain, repair, alter and replace all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements (other than Limited Common Elements) located in any of the other Units or in the Common Elements and serving his Unit (including heat and hot water from the boiler). Each Unit shall be subject to an easement in favor of the Owners of all other Units to use, the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Units. The Board of Managers shall have a right of access to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained therein or elsewhere in a Unit or Building. In addition, each Unit shall have, and shall be subject to, Easements of subjacent, support and necessity in favor of such Unit or in favor of other Units and the Common Elements.

B. The Sponsor and Sponsor-designees, their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose, including rehabilitation and sale of the Units, Building and Common Elements.

C. The Sponsor and Sponsor-designees, any partner of any entity affiliated directly or indirectly with Sponsor and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Offering Plan, as same may be amended. and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and (ii) reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, if the Sponsor or Sponsor-designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited

Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

D. No Unit shall have an easement for the use of any Limited Common Elements except the Unit to which such Limited Common Element is appurtenant.

E. The user of any easement granted by subparagraphs B, C and D of this paragraph 9 shall have the responsibility of repairing any damage resulting from such use. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

10. Power of Attorney to Board of Managers.

Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to (i) acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, provided such sale or lease is to a non-Family Member or non-affiliate or which may be the subject of a foreclosure or other judicial sale in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers or (ii) amend this Declaration as provided herein and in the By-Laws.

11. Acquisition of Units by Board of Managers.

In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the Appurtenant Interests), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, and (iv) the exclusive right to use the appurtenant Limited Common Element or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests and apportioned Limited Common Element, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designees, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

12. Person to Receive Service.

For the period during which Sponsor is in control of the Board of Managers, Thomas E. Berinato, Esq. 123-40 83rd Avenue, Suite 1D, Kew Gardens, N.Y. 11415, is hereby designated to receive notice of process in any action, which may be brought against the Condominium. After

Sponsor relinquishes control of the Board of Managers, notice of process in any action, which may be brought against the Condominium shall be served on the person holding the office of President of the Board of Managers of the Condominium at the Office of the Condominium, located at 38-20 Parsons Boulevard, Flushing, NY 11354.

13. Units Subject to Declaration, By-Laws and Rules and Regulations.

All present and future Unit Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, 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 or conveyance or lease thereof.

14. Amendment to Declaration.

This Declaration may be amended, modified, added to or deleted from by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66-2/3% in number and in Common Interest of all Unit Owners, provided, however:

(a) No amendment, modification, addition or deletion which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgages;

(b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagee(s) of such units or Units, if any;

(c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against Sponsor. any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor or any Unsold Unit, until Sponsor, Sponsor-designees, any partner of any entity affiliated directly or indirectly with Sponsor, shall consent thereto in writing; and

(d) The rights, benefits and exemptions of the Unsold Units may not be amended without the prior written consent of Sponsor.

Notwithstanding the foregoing, the Sponsor shall have and hereby reserves to itself and Sponsor-designee(s) the right to amend this Declaration at any time without the requirement of a vote and without the approval or consent of the Board of Managers or any Unit Owners or

mortgages for the purposes of (i) filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Plans, the verified statement of a professional engineer or licensed professional engineer certifying that the Floor Plans being filed simultaneously with such amendment fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p and (ii) filing amendments to Schedule C to the Declaration and the Floor Plans resulting from changes in Unsold Units pursuant to paragraph 15 below. Sponsor may require the Board of Managers to execute and record any such amendment to this Declaration (together with any such other documents as may be required to effectuate such amendment) or may execute such amendment as attorney-in-fact for Unit Owners.

No such amendment shall be effective until recorded in the Register's Office of Queens County.

15. Changes in Unsold Units.

Except to the extent prohibited by law, Sponsor or Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, shall have the right, without the vote, approval or consent of any Board, other Unit Owners or the Mortgage Representatives, if any, to: (a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Units (Unsold Units) at the time owned by Sponsor or Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor; (b) change the use or layout of, or number of rooms in, any Unsold Units from time to time; (c) change the size and/or number of Unsold Units into two or more separate Units, combining separate Unsold Units (including these resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any Unsold Units, or otherwise, and (d) if appropriate, reapportion among the Unsold Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall reasonably consent thereto and, provided further, that Sponsor or its designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to held each Board and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Article 15 may not be added to, amended, modified or deleted without the prior written consent of Sponsor or its designee. By the written permission of the Board any other Unit owner may be given, with respect to such owner's Unit, the same rights as are set forth in this Article 15 with respect to Unsold Units. Notwithstanding the other provisions of this Article 15, no reapportionment of the interests in the Common Elements appurtenant to any Units shall be made by a Unit Owner other than Sponsor unless there is first delivered to the Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such a reapportionment, will be in the approximate proportion which the fair value of each affected Unit bears to the aggregate fair value of all Units which are being reapportioned. The certification referred to in the preceding sentence shall be delivered by either the Managing Agent or any other person reasonably acceptable to the Board.

16. Invalidity.

(a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the land and with every part thereof and interest therein under the other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

(b) Subject to the terms of subparagraph (a) of this Article 16, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

17. Termination of Condominium.

The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in number and in Common Interest of the Units. The written consent of the Mortgage Representatives, if any, shall be required before such vote is effective. Sponsor and Sponsor-designee will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event Sponsor and Sponsor-designees may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any unit owner or lien or as if owned in common, in which event the net proceeds of the sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit owner until there has first been paid off out of his share of such net proceeds all liens on his Unit, in order of priority of such liens.

18. Administration.

The Condominium shall be managed and administered by a Board of Managers in accordance with this Declaration and the By-Laws, which are attached hereto as Schedule D and made a part hereof.

19. Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

20. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

21. Gender.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed by their duly authorized representatives this ____ day of _____, 202__.

EASTONE PARSONS HOLDING LLC

_____
Member

STATE OF NEW YORK )ss.
COUNTY OF _____ )

On the ___ day of _____, in the year 202__, the undersigned a Notary Public in and for said State, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

**SCHEDULE A TO THE DECLARATION OF CONDOMINIUM OF THE PREMISES KNOWN AS EASTONE PLAZA CONDOMINIUM**

**38-20 Parsons Boulevard, Flushing, New York 11354**

## DESCRIPTION OF LAND

## FEDERAL STANDARD ABSTRACT, INC.

**Title Number: FSA288-02358Q**

**SCHEDULE A**

Condominium preamble to be added upon recordation of Condominium Declaration.

The land upon which the building containing the unit is situated is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 38th Avenue and the westerly side of Parsons Boulevard;

RUNNING THENCE southerly, along the westerly side of Parsons Boulevard, 292 feet;

THENCE westerly, parallel with the southerly side of 38th Avenue, 150 feet;

THENCE northerly, parallel with the westerly side of Parsons Boulevard, 292 feet to the southerly side of 38th Avenue;

THENCE easterly, along the southerly side of 38th Avenue, 150 feet to the corner first mentioned above, the point or place of BEGINNING.

**SCHEDULE B TO THE DECLARATION OF CONDOMINIUM**
**OF THE PREMISES KNOWN AS**
**EASTONE PLAZA CONDOMINIUM**
**38-20 Parsons Boulevard, Flushing, NY 11354**

## DEFINITIONS

### B. CERTAIN DEFINITIONS

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| Affiliate | - An Affiliate of, or Affiliated with, a specified corporation or partnership, shall mean a corporation or partnership that directly or indirectly, through one or more intermediaries, controls or is controlled by, or in under common control with, the corporation or partnership specified. |
| Appurtenant Interest | - With respect to any Unit, the undivided interest of the owner thereof, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium. |
| Board of Managers | - The governing board of the Condominium that represents the Unit Owners and manages the Condominium pursuant to the provisions of the By-Laws and of the Offering Plan. The Board is composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest. |
| Building | - The structure known as Eastone Plaza Condominium constructed or being constructed at 38-20 Parsons Boulevard, Flushing, New York 11354. |
| By-Laws | - Refers to the By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan. |

Closings - Refers to the time, place and procedure by which fee title to the unit in question is conveyed to the Purchaser pursuant to a Purchase Agreement.

Closing Date - Refers to date on which Closing occurs.

Common Charges - Each Unit's proportionate share of the Common Expenses in accordance with its Common Interest.

Common Elements - All portions of the Property other than the Units, including without limitations:

(a) The land on which the Buildings are located;

(b) All foundations, columns, girders, beams, supports, bearing walls, exterior walls and roofs, attics, concrete and masonry at the exterior face of the Building; (b) those portions of the walls and partitions dividing the Units from exterior walls, corridors, stairs or other Units located beyond the center line of partitions enclosing the Units; and (c) the concrete floor and beams, including any framing attached to the structure from which Drywall ceiling is attached on the first floor and basement floor, (d) those portions of the exterior walls including and beyond the Unit side of the concrete block walls at the exterior face of the Building; and (e) the concrete floor to and including the underside of the concrete floor to and including the foundation; roofs, corridors, halls, stairs and stairway areas; lobbies; the area designated as Superintendent's storage area; storage and utility areas; all portions of the basement which are not included within a particular Unit; laundry facilities not located within a Unit and entrances to and exits from the Building; all other areas of the first floor;

(c) Central and appurtenant installations for services such an electricity, steam, gas, hot and cold water, telephone, and refrigeration which are not included in a particular Unit;

(d) Any tanks, pumps, motors, fans, compressors, ducts sewer pipes and drainage pipes and in general all apparatus and installations existing for common use;

(e) Such facilities as may be designated as Common Elements in the Declaration; and

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| | (f) All other parts of the Property necessary or convenient to its existence, maintenance, and safety, or normally in common use. |
| Common Expenses | (a) Expenses of operation of the Property, and<br><br>(b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws. |
| Common Interest | - The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration. |
| Condominium | - A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple, with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan, Condominium specifically refers to Eastone Plaza Condominium . |
| Condominium Act | - Article 9-B, Section 339-d to Section 339-ii of the Real Property Law of the State of New York, and the same may be amended from time to time. |
| Condominium Documents | - The Declaration, the By-Laws and the Rules and Regulations. |
| Declaration | - The instrument creating the Condominium, as may be amended from time to time, by which the Property is submitted to the provisions of the New York Condominium Act, the form of which is set forth in Part II of the Offering Plan. |
| Down Payment | - Refers to the money that a person desiring to purchase a Unit must deliver to the Sponsor at the time such person delivers an executed Purchase Agreement to the Sponsor. |
| Family Members | - The spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law, grandparents, great-grandparents, aunts, uncles, nephews and nieces of a Unit Owner. |

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| First Unit Closing | - The first closing of title with a bona fide Purchaser of a Unit. |
| Floor Plans | - The floor plans of the Units certified by STEPHEN B. JACOBS GROUP, PC, filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto. |
| Inspection Statement | - A memorandum of work in which the Sponsor and Purchaser agree to the work Sponsor must perform or complete in or to the Purchaser's Unit and which obligations of Sponsor shall survive the closing of title to such Unit, the form of which is attached to the form of Purchase Agreement which is set forth in Part II. |
| Institutional Mortgage | - Any first mortgage covering any Unit that in a Permitted Mortgage and the initial holder of which in either Sponsor or a Sponsor designee or an institutional lender. |
| Insurance Trustee | - A bank or a trust company, in either event having both an office in the City of New York and a capital surplus of $500,000,000.00 or more, from time to time appointed to serve as such by the Board of Managers. |
| Land | - All that certain tract, plot, piece and parcel of land situated, lying and being in the City of New York, County of Queens and State of New York, as more particularly described in Exhibit A to the Declaration. |
| Law | - The laws and ordinances of any or all of the Federal, New York State, New York City, Queens County and Borough of Queens, governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law. |
| Limited Common Elements | - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner including balconies and roof terraces. |

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| Majority | - As may be specified herein or in the Declaration or by the By-Laws with respect to any matter or matters, a majority of Unit Owners means more than fifty percent in Common Interest in the aggregate. As may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, any specified percentage of Unit Owners means such percentage in Common interest in the aggregate. |
| Managing Agent | - Refers to EASTONE PARSONS HOLDING LLC with an office at 33-34 Prince Street, Flushing, NY 11354, or its successor in such capacity. |
| Mortgage Representatives | - The representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of paragraph (B) of Section 8.6 of the By-Laws. |
| Offering Plan | - The document, as may be amended from time to time, filed with the New York State Department of Law which describes the Property and pursuant to which individual Units in the Condominium are offered for sale. |
| Operation of the Property- | The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements. |
| Permitted Mortgage | - Any mortgage covering a unit that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws. |
| Permitted Mortgagee | - Any holder of a Permitted Mortgage at the time in question. |
| Person | - A natural person, corporation, partnership, association, trustee or other legal entity. |
| Power of Attorney | - The document which is set forth in Part II of the Offering Plan, signed by Unit Owners, which appoints:<br><br>(i) the Board of managers as attorney-in-fact to acquire or lease, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon, together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine and to |

amend the Declaration, and By-Laws as authorized therein, and

(ii) the Sponsor as attorney-in-fact to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

Property - Includes the Land, the Building and all other improvements thereon, owned (subject to the title exceptions described herein) in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York Condominium Act.

Purchase Agreement - Refers to the contract of purchase and sale for a Unit as set forth in Part II of the Offering Plan.

Purchaser - Any Person who has entered into an agreement with Sponsor to purchase any Unit and in not in default thereunder.

Recording Officer and Recording or Recorded - Shall have the meanings stated in Section 290 of the New York Real Property Law.

Rules and Regulations - The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

Selling Agent - EASTONE PARSONS HOLDING LLC with offices at 33-34 Prince Street, Flushing, NY 11354.

Special Assessments - The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata in accordance with their respective interests (except as otherwise provided in the Declaration or in the By-Law), in accordance with paragraph (c) of Section 6.1 of the By-Laws.

Sponsor - EASTONE PARSONS HOLDING LLC with an office at 33-34 Prince Street, Flushing, NY 11354.

| | |
|---|---|
| Sponsor-designee | - Any Person designated by Sponsor to hold title to any Unsold Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a Sponsor-designee. |
| Time is of the Essence | - means that if any default is not cured within the applicable grace period, Sponsor may elect (but is not obligated) to cancel the Purchase Agreement and retain the Down Payment, with interest, if any, as liquidated damages. |
| Unavoidable Delays | - Shall mean delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees or contractors of Sponsor), civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, war, act of the public enemy, riot, sabotage, blockade, embargo, shortage of or failure or inability to secure materials or labor, or lightning, earthquake, fire, storm, hurricane, flood washout, explosion, act of God or any cause whatsoever beyond the reasonable control of Sponsor whether or not similar to any of the causes hereinabove stated; provided, however, that for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond the control of Sponsor. |
| Unit | - Any apartment in the Building designated as a Unit and owned in fee simple absolute. |
| Units | - The Condominium consists of a building which will consist of seven floors, a cellar and sub-cellar. There are 175 residential units on Second to Sixth Floor, nineteen (19) community facility units located on the 1st Floor, seventy-nine (79) parking spaces in the cellar, and seventy-five (75) parking spaces in the sub-cellar, which Units are more particularly described in Article 5 of, and Exhibit B to, the Declaration and in the Floor Plans. |
| Unit Deed | - The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute. |

| | |
|---|---|
| Unit Designation | - The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the Floor Plans. |
| Unit Owner | - The Person or Persons owning a Unit in fee simple absolute. Collectively, Unit Owners means the respective owners of the Units. |
| Unsold Units | - Any Unit owned by Sponsor or Sponsor-designee at the time in question. |

## SCHEDULE C TO THE DECALARATION OF CONDOMINIUM

PREMISES KNOWN AS EASTONE PLAZA CONDOMINIUM
38-20 Parsons Boulevard
QUEENS, NEW YORK 11354
TAX BLOCK NUMBER 5022 TAX LOT :_____ F/K/A LOT: 31

| CONDO UNIT | BERMS/ BTHS | GROSS SQUARE FEET | LIMITED COMMON ELEMENTS SQ. FEET | % OF INTEREST | BLOCK | LOT |
|---|---|---|---|---|---|---|
| CF1 | 0 & 1 | 1,167 | n/a | 0.694% | 5022 | 10XX |
| CF2 | 0 & 1 | 2,579 | n/a | 1.533% | 5022 | 10XX |
| CF3 | 0 & 1 | 1,677 | n/a | 0.997% | 5022 | 10XX |
| CF4 | 0 & 1 | 1,645 | n/a | 0.978% | 5022 | 10XX |
| CF5 | 0 & 1 | 1,692 | n/a | 1.006% | 5022 | 10XX |
| CF6 | 0 & 1 | 1,452 | n/a | 0.863% | 5022 | 10XX |
| CF7 | 0 & 1 | 1,522 | n/a | 0.904% | 5022 | 10XX |
| CF8 | 0 & 1 | 1563 | n/a | 0.929% | 5022 | 10XX |
| CF9 | 0 & 1 | 1412 | n/a | 0.839% | 5022 | 10XX |
| CF10 | 0 & 1 | 1537 | n/a | 0.913% | 5022 | 10XX |
| CF11 | 0 & 1 | 2588 | n/a | 1.538% | 5022 | 10XX |
| CF12 | 0 & 1 | 1427 | n/a | 0.848% | 5022 | 10XX |
| CF13 | 0 & 1 | 2044 | n/a | 1.215% | 5022 | 10XX |
| CF14 | 0 & 1 | 2137 | n/a | 1.270% | 5022 | 10XX |
| CF15 | 0 & 1 | 1976 | n/a | 1.174% | 5022 | 10XX |
| CF16 | 0 & 1 | 1241 | n/a | 0.737% | 5022 | 10XX |
| CF17 | 0 & 1 | 1251 | n/a | 0.743% | 5022 | 10XX |
| CF18 | 0 & 1 | 2096 | 82 (S) | 1.246% | 5022 | 10XX |
| CF19 | 0 & 1 | 1811 | n/a | 1.076% | 5022 | 10XX |
| 201 | 2 & 1 | 741 | 381 (T) | 0.440% | 5022 | 10XX |
| 202 | 2 & 2 | 792 | 624 (T) | 0.471% | 5022 | 10XX |
| 203 | 2 & 2 | 792 | 564 (T) | 0.471% | 5022 | 10XX |
| 204 | 1 & 1 | 497 | 601 (T) | 0.295% | 5022 | 10XX |
| 205 | 1 & 1 | 524 | 304 (T) | 0.311% | 5022 | 10XX |
| 206 | 1 & 1 | 497 | 192 (T) | 0.295% | 5022 | 10XX |
| 207 | 1 & 1 | 480 | 739 (T) | 0.285% | 5022 | 10XX |
| 208 | 1 & 1 | 540 | 411 (T) | 0.321% | 5022 | 10XX |
| 209 | 2 & 1 | 783 | 419 (T) | 0.465% | 5022 | 10XX |
| 210 | 1 & 1 | 499 | 425 (T) | 0.297% | 5022 | 10XX |
| 211 | 1 & 1 | 500 | 194 (T) | 0.297% | 5022 | 10XX |
| 212 | 0 & 1 | 433 | 88 (T) | 0.257% | 5022 | 10XX |
| 213 | 2 & 2 | 942 | 487 (T) | 0.560% | 5022 | 10XX |
| 214 | 1 & 1 | 509 | n/a | 0.302% | 5022 | 10XX |
| 215 | 1 & 1 | 551 | n/a | 0.327% | 5022 | 10XX |

| | | | | | | |
|---|---|---|---|---|---|---|
| 216 | 1 & 1 | 542 | n/a | 0.322% | 5022 | 10XX |
| 217 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 218 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 219 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 220 | 1 & 1 | 529 | n/a | 0.314% | 5022 | 10XX |
| 221 | 0 & 1 | 365 | n/a | 0.217% | 5022 | 10XX |
| 222 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 223 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 224 | 1 & 1 | 519 | n/a | 0.308% | 5022 | 10XX |
| 225 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 226 | 1 & 1 | 679 | n/a | 0.404% | 5022 | 10XX |
| 227 | 1 & 1 | 675 | n/a | 0.401% | 5022 | 10XX |
| 228 | 1 & 1 | 673 | n/a | 0.400% | 5022 | 10XX |
| 229 | 1 & 1 | 568 | n/a | 0.338% | 5022 | 10XX |
| 230 | 2 & 2 | 822 | n/a | 0.488% | 5022 | 10XX |
| 231 | 2 & 2 | 909 | 427 (T) | 0.540% | 5022 | 10XX |
| 232 | 2 & 2 | 861 | 205 (T) | 0.512% | 5022 | 10XX |
| 301 | 2 & 1 | 741 | n/a | 0.440% | 5022 | 10XX |
| 302 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 303 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 304 | 1 & 1 | 497 | 83 (B) | 0.295% | 5022 | 10XX |
| 305 | 1 & 1 | 524 | 83 (B) | 0.311% | 5022 | 10XX |
| 306 | 1 & 1 | 497 | n/a | 0.295% | 5022 | 10XX |
| 307 | 1 & 1 | 480 | 71 (B) | 0.285% | 5022 | 10XX |
| 308 | 1 & 1 | 540 | 71 (B) | 0.321% | 5022 | 10XX |
| 309 | 2 & 1 | 783 | n/a | 0.465% | 5022 | 10XX |
| 310 | 1 & 1 | 499 | 58 (B) | 0.297% | 5022 | 10XX |
| 311 | 1 & 1 | 500 | 58 (B) | 0.297% | 5022 | 10XX |
| 312 | 0 & 1 | 433 | n/a | 0.257% | 5022 | 10XX |
| 313 | 2 & 2 | 942 | 100 (B) | 0.560% | 5022 | 10XX |
| 314 | 1 & 1 | 509 | n/a | 0.302% | 5022 | 10XX |
| 315 | 1 & 1 | 551 | n/a | 0.327% | 5022 | 10XX |
| 316 | 1 & 1 | 542 | n/a | 0.322% | 5022 | 10XX |
| 317 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 318 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 319 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 320 | 1 & 1 | 529 | n/a | 0.314% | 5022 | 10XX |
| 321 | 0 & 1 | 365 | n/a | 0.217% | 5022 | 10XX |
| 322 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 323 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 324 | 1 & 1 | 519 | n/a | 0.308% | 5022 | 10XX |
| 325 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 326 | 1 & 1 | 679 | n/a | 0.404% | 5022 | 10XX |
| 327 | 1 & 1 | 675 | 487 (T) | 0.401% | 5022 | 10XX |

| | | | | | | |
|---|---|---|---|---|---|---|
| 328 | 1 & 1 | 673 | T (88) | 0.400% | 5022 | 10XX |
| 329 | 1 & 1 | 568 | 194 (T) | 0.338% | 5022 | 10XX |
| 330 | 2 & 2 | 822 | 425 (T) | 0.488% | 5022 | 10XX |
| 331 | 2 & 2 | 906 | 720 (T) | 0.538% | 5022 | 10XX |
| 332 | 2 & 2 | 871 | 456 (T) | 0.518% | 5022 | 10XX |
| 333 | 1 & 1 | 543 | n/a | 0.323% | 5022 | 10XX |
| 401 | 2 & 1 | 741 | n/a | 0.440% | 5022 | 10XX |
| 402 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 403 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 404 | 1 & 1 | 497 | 83 (B) | 0.295% | 5022 | 10XX |
| 405 | 1 & 1 | 524 | 83 (B) | 0.311% | 5022 | 10XX |
| 406 | 1 & 1 | 497 | n/a | 0.295% | 5022 | 10XX |
| 407 | 1 & 1 | 480 | 71 (B) | 0.285% | 5022 | 10XX |
| 408 | 1 & 1 | 540 | 71 (B) | 0.321% | 5022 | 10XX |
| 409 | 2 & 1 | 783 | n/a | 0.465% | 5022 | 10XX |
| 410 | 1 & 1 | 499 | 58 (B) | 0.297% | 5022 | 10XX |
| 411 | 1 & 1 | 500 | 58 (B) | 0.297% | 5022 | 10XX |
| 412 | 0 & 1 | 433 | n/a | 0.257% | 5022 | 10XX |
| 413 | 2 & 2 | 942 | 100 (B) | 0.560% | 5022 | 10XX |
| 414 | 1 & 1 | 509 | n/a | 0.302% | 5022 | 10XX |
| 415 | 1 & 1 | 551 | n/a | 0.327% | 5022 | 10XX |
| 416 | 1 & 1 | 542 | n/a | 0.322% | 5022 | 10XX |
| 417 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 418 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 419 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 420 | 1 & 1 | 529 | n/a | 0.314% | 5022 | 10XX |
| 421 | 0 & 1 | 365 | n/a | 0.217% | 5022 | 10XX |
| 422 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 423 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 424 | 1 & 1 | 519 | n/a | 0.308% | 5022 | 10XX |
| 425 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 426 | 1 & 1 | 679 | n/a | 0.404% | 5022 | 10XX |
| 427 | 1 & 1 | 675 | n/a | 0.401% | 5022 | 10XX |
| 428 | 1 & 1 | 673 | n/a | 0.400% | 5022 | 10XX |
| 429 | 1 & 1 | 568 | n/a | 0.338% | 5022 | 10XX |
| 430 | 2 & 2 | 822 | n/a | 0.488% | 5022 | 10XX |
| 431 | 2 & 2 | 906 | n/a | 0.538% | 5022 | 10XX |
| 432 | 2 & 2 | 871 | n/a | 0.518% | 5022 | 10XX |
| 433 | 1 & 1 | 543 | n/a | 0.323% | 5022 | 10XX |
| 501 | 2 & 1 | 741 | n/a | 0.440% | 5022 | 10XX |
| 502 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 503 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 504 | 1 & 1 | 497 | 83 (B) | 0.295% | 5022 | 10XX |
| 505 | 1 & 1 | 524 | 83 (B) | 0.311% | 5022 | 10XX |

| | | | | | | |
|---|---|---|---|---|---|---|
| 506 | 1 & 1 | 497 | n/a | 0.295% | 5022 | 10XX |
| 507 | 1 & 1 | 480 | 71 (B) | 0.285% | 5022 | 10XX |
| 508 | 1 & 1 | 540 | 71 (B) | 0.321% | 5022 | 10XX |
| 509 | 2 & 1 | 783 | n/a | 0.465% | 5022 | 10XX |
| 510 | 1 & 1 | 499 | 58 (B) | 0.297% | 5022 | 10XX |
| 511 | 1 & 1 | 500 | 58 (B) | 0.297% | 5022 | 10XX |
| 512 | 0 & 1 | 433 | n/a | 0.257% | 5022 | 10XX |
| 513 | 2 & 2 | 942 | 100 (B) | 0.560% | 5022 | 10XX |
| 514 | 1 & 1 | 509 | n/a | 0.302% | 5022 | 10XX |
| 515 | 1 & 1 | 551 | n/a | 0.327% | 5022 | 10XX |
| 516 | 1 & 1 | 542 | n/a | 0.322% | 5022 | 10XX |
| 517 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 518 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 519 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 520 | 1 & 1 | 529 | n/a | 0.314% | 5022 | 10XX |
| 521 | 0 & 1 | 365 | n/a | 0.217% | 5022 | 10XX |
| 522 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 523 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 524 | 1 & 1 | 519 | n/a | 0.308% | 5022 | 10XX |
| 525 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 526 | 1 & 1 | 679 | n/a | 0.404% | 5022 | 10XX |
| 527 | 1 & 1 | 666 | n/a | 0.396% | 5022 | 10XX |
| 528 | 2 & 2 | 888 | 699 (T) | 0.528% | 5022 | 10XX |
| 529 | 2 & 2 | 956 | 980 (T) | 0.568% | 5022 | 10XX |
| 530 | 2 & 2 | 894 | n/a | 0.531% | 5022 | 10XX |
| 601 | 2 & 1 | 741 | n/a | 0.440% | 5022 | 10XX |
| 602 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 603 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 604 | 1 & 1 | 497 | 83 (B) | 0.295% | 5022 | 10XX |
| 605 | 1 & 1 | 524 | 83 (B) | 0.311% | 5022 | 10XX |
| 606 | 0 & 1 | 373 | n/a | 0.222% | 5022 | 10XX |
| 607 | 2 & 2 | 734 | 515 (T) | 0.436% | 5022 | 10XX |
| 608 | 2 & 2 | 751 | 532 (T) | 0.446% | 5022 | 10XX |
| 609 | 1 & 1 | 468 | 58 (B) | 0.278% | 5022 | 10XX |
| 610 | 0 & 1 | 433 | n/a | 0.257% | 5022 | 10XX |
| 611 | 2 & 2 | 942 | 100 (B) | 0.560% | 5022 | 10XX |
| 612 | 1 & 1 | 509 | n/a | 0.302% | 5022 | 10XX |
| 613 | 1 & 1 | 551 | n/a | 0.327% | 5022 | 10XX |
| 614 | 1 & 1 | 542 | n/a | 0.322% | 5022 | 10XX |
| 615 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 616 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 617 | 1 & 1 | 548 | n/a | 0.326% | 5022 | 10XX |
| 618 | 2 & 2 | 892 | n/a | 0.530% | 5022 | 10XX |
| 619 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |

| | | | | | | |
|---|---|---|---|---|---|---|
| 620 | 1 & 1 | 522 | n/a | 0.310% | 5022 | 10XX |
| 621 | 1 & 1 | 519 | n/a | 0.308% | 5022 | 10XX |
| 622 | 2 & 2 | 785 | n/a | 0.467% | 5022 | 10XX |
| 623 | 1 & 1 | 679 | n/a | 0.404% | 5022 | 10XX |
| 624 | 1 & 1 | 675 | n/a | 0.401% | 5022 | 10XX |
| 625 | 2 & 2 | 882 | 502 (T) | 0.524% | 5022 | 10XX |
| 626 | 2 & 2 | 947 | 502 (T) | 0.563% | 5022 | 10XX |
| 701 | 2 & 1 | 741 | n/a | 0.440% | 5022 | 10XX |
| 702 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 703 | 2 & 2 | 792 | 108 (B) | 0.471% | 5022 | 10XX |
| 704 | 1 & 1 | 497 | 83 (B) | 0.295% | 5022 | 10XX |
| 705 | 1 & 1 | 524 | 83 (B) | 0.311% | 5022 | 10XX |
| 706 | 0 & 1 | 373 | n/a | 0.222% | 5022 | 10XX |
| 707 | 2 & 2 | 758 | n/a | 0.450% | 5022 | 10XX |
| 708 | 2 & 2 | 774 | n/a | 0.460% | 5022 | 10XX |
| 709 | 1 & 1 | 468 | 58 (B) | 0.278% | 5022 | 10XX |
| 710 | 0 & 1 | 433 | n/a | 0.257% | 5022 | 10XX |
| 711 | 2 & 2 | 819 | 197 (T); 100 (B) | 0.487% | 5022 | 10XX |
| 712 | 2 & 2 | 806 | 154 (T) | 0.479% | 5022 | 10XX |
| 713 | 2 & 2 | 817 | 148 (T) | 0.486% | 5022 | 10XX |
| 714 | 2 & 2 | 809 | 148 (T) | 0.481% | 5022 | 10XX |
| 715 | 1 & 1 | 536 | n/a | 0.319% | 5022 | 10XX |
| 716 | 2 & 2 | 807 | 148 (T) | 0.480% | 5022 | 10XX |
| 717 | 2 & 2 | 808 | 148 (T) | 0.480% | 5022 | 10XX |
| 718 | 2 & 2 | 817 | 147 (T) | 0.486% | 5022 | 10XX |
| 719 | 2 & 2 | 1,015 | 415 (T) | 0.603% | 5022 | 10XX |
| 720 | 2 & 2 | 907 | 388 (T) | 0.539% | 5022 | 10XX |
| 721 | 2 & 2 | 923 | 113 (B) | 0.549% | 5022 | 10XX |
| SC1 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC2 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC3 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC4 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC5 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC6 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC7 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC8 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC8 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC10 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC11 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC12 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC13 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC14 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC15 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC16 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |

| | | | | | | |
|---|---|---|---|---|---|---|
| SC17 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC18 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC19 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC20 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC21 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC22 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC23 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC24 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC25 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC26 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC27 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC28 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC29 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC30 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC31 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC32 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC33 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC34 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC35 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC36 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC37 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC38 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC39 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC40 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC41 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC42 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC43 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC44 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC45 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC46 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC47 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC48 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC49 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC50 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC51 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC52 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC53 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC54 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC55 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC56 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC57 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC58 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC59 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC60 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |

| | | | | | | |
|---|---|---|---|---|---|---|
| SC61 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC62 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC63 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC64 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC65 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC66 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC67 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC68 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC69 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC70 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC71 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC72 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC73 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC74 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| SC75 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C1 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C2 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C3 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C4 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C5 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C6 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C7 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C8 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C9 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C10 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C11 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C12 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C13 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C14 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C15 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C16 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C17 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C18 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C19 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C20 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C21 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C22 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C23 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C24 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C25 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C26 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C27 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C28 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C29 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |

| | | | | | | |
|---|---|---|---|---|---|---|
| C30 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C31 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C32 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C33 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C34 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C35 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C36 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C37 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C38 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C39 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C40 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C41 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C42 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C43 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C44 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C45 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C46 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C47 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C48 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C49 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C50 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C51 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C52 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C53 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C54 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C55 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C56 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C57 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C58 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C59 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C60 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C61 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C62 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C63 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C64 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C65 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C66 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C67 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C68 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C69 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C70 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C71 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C72 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C73 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |

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|---|---|---|---|---|---|---|
| C74 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C75 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C76 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C77 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C78 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| C79 | n/a | 153 | n/a | 0.091% | 5022 | 10XX |
| **TOTAL** | | **168,272** | | **100.000%** | | |

**LEGEND**

B = BALCONY

T = TERRACE

S = STORAGE

**BY-LAWS**

**OF**

**THE CONDOMINIUM**

**OF THE PREMISES KNOWN AS**

**EASTONE PLAZA CONDOMINIUM**

**ARTICLE 1**

**GENERAL**

Section 1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which lies in Block 5022 Lot 31 as shown on the Tax Map of the Borough of Queens, Queens County, City and State of New York; (ii) the Building, which includes, without limitation, the Units and the Common Elements; (iii) all easements, rights and appurtenances belonging thereto; and (iv) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of Article 9B of the New York Real Property Law, as amended, commonly known as the New York Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part.

Section 1.2 Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in the Declaration and Schedule B thereto, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3 Applicability Of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1-4 Application of By-Laws. All present and future Unit Owners, Mortgagees, lessees sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the

provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.5 Principal Office of the Condominium. The principal Office of the Condominium shall be located either at the Property or at such other place in the Borough of Queens reasonably convenient thereto as may be designated from time to time by the Board of Managers.

## ARTICLE 2

## BOARD OF MANAGERS

Section 2.1 General. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Board of Managers. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board of Managers shall act as, and shall be, the agent of the Unit owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws.

Section 2.2 Status of the Board of Managers. Unless and until the Board of Managers shall incorporate in accordance with the terms of Section 2.4 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board of Managers shall incorporate in accordance with the terms of Section 2.4 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board of Managers shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3 Principal office of the Board of Managers. The principal office of the Board of Managers shall be located either at the Property or at such other place in the Borough of Queens reasonably convenient thereto as may be designated from time to time by the Board of Managers.

Section 2.4 Powers and Duties of the Board of Managers.

(A) The Board of Managers shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Board of Managers shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Board of Managers by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Board of Managers shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Board of Managers or its designee, corporate or otherwise, and on behalf of the Unit owners, all rights, titles and interest in real and personal property deemed necessary or proper by the Board of Managers for use in connection with the ownership and operation of the Property as a residential condominium;

(iii) to maintain complete and accurate books and records with respect to the finances and the operation of the Condominium, including, without limitation: (a) detailed accounts, in chronological order, of receipts and expenditures affecting the Property: (b) detailed books of account of the Board of Managers; (c) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws, and (d) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges And Special Assessments from the Unit Owners;

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of at least two-thirds of the members of the Board of Managers shall be required for the borrowing of any sum in excess of $125,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of at least two-thirds, both in number and in aggregate Common Interests, of all Unit Owners shall be required for the borrowing of any sum in excess of $125,000.00 in any one fiscal year regardless of the balance of any loans outstanding from previous fiscal years); (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of such Unit Owner; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Board of Managers pursuant to this subparagraph (vi) shall not be repaid by the Board of Managers, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interests of all Unit

Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as other funds held by the Board of Managers or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements; to accumulate funds for use as a reserve fund for capital replacements or other purposes;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof. During the period that the Sponsor controls the Board, the insurance coverage shall not be less than that required by the regulations of the New York State Department of Law.

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) to obtain and keep in force officers' and Board of Managers Members' liability insurance, in amounts deemed appropriate by the Board of Managers, but in no event less than $1,000,000, for all members of the Board of Managers and all officers of the Condominium and the premiums on all such insurance shall constitute a part of the Common Expenses;

(xiii) to accept the surrender of any Unit pursuant to the terms of paragraph C of Section 6.2 hereof, in the name of the Board of Managers or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Board of Managers or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Board of Managers or its designees, corporate or otherwise, and on behalf of all Unit Owners;

(xvi) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Board of Managers or its designees shall in no event be entitled to vote the votes appurtenant to any such Unit;

(xvii) to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners excluding Sponsor and any Sponsor-designee and any partner of any entity affiliated directly or indirectly with Sponsor for violation of the same (no fine may exceed $25.00 for any one violation, but, for each day a violation continues after notice, it shall be considered a separate violation);

(xviii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xix) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and By-Laws;

(xx) to organize corporations to act as the designees of the Board of Managers in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a residential condominium;

(xxi) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Board of Managers deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement or declaration affecting the Property that the Board of Managers deems necessary or appropriate;

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Board of Manager's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same; and

(xxiii) to carry out any other duties imposed upon the Board of Managers pursuant to the Declaration and these By-Laws.

(B) The Board of Managers shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the Owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5 Certain Limitations on the Powers of the Board of Managers.

Notwithstanding anything to the contrary contained in these By-Laws, until Sponsor or Sponsor-designees convey title to all Units, but in no event later than five (5) years after the date of the First Unit Closing, Sponsor or Sponsor-designees have the right to veto any action of the Board of Managers to: (i) make any addition, alteration, improvement or change in or to the Common Elements, any Unit or the Building; (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; (iii) hire or replace any employee (in addition to the employees referred to in the Offering Plan); (iv) enter into, modify or terminate prior to the end of the term any management, service or maintenance contract; (v) borrow money on behalf of the Condominium; (vi) add to, delete from, modify or amend the Declaration, By-Laws, or Rules and Regulations of the Condominium, or; (vii) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor may not exercise veto power over expenses described in Schedule "B" or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer (iv). for any repair or replacement necessary for the preservation or safety of the building or the safety of its occupants. The Sponsor may not exercise veto power over expenses described in Schedule "B." Sponsor's power to veto other expenses ends 5 years after the closing of the first unit, or whenever the unsold units are less than 25% of the common interest, whichever is sooner.

Section 2.6 Exercise and Delegation of Powers and Duties.

(A) Any act within the power of the Board of Managers to perform, and deemed necessary or desirable to be performed by the Board of Managers, shall be performed by the Board of Managers or shall be performed on its behalf and at its direction by the agents, employees or designees of the Board of Managers.

(B) The Board of Managers may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Board of Managers, subject to both the exceptions and limitations contained in paragraph (D) of this Section 2.6 and such additional exceptions and limitations as the Board of Managers may from time to time deem appropriate, during the intervals between the meetings of the Board of Managers. In addition, the Board of Managers may from time to time appoint, by duly adopted resolutions, such other committees as the Board of Managers may deem appropriate to perform such duties and services as the Board of Managers shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6. The Executive Committee and each other committee shall consist of three or more members of the Board of Managers, at least one of whom shall be a member designated by Sponsor for so long as Sponsor shall have the right to designate or elect one or more members of the Board of Managers.

(C) The Board of Managers may employ a Managing Agent to serve at a compensation to be established by the Board of Managers and to perform such duties and services as the Board of Managers shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.6, the Board of Managers may delegate to the Managing Agent any of the powers granted to the Board of Managers in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Board of Managers shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi). (vii), (x), (xiii), (xiv), (xv), (xvi), (xvii), (xix), (xx) (xxi) and (xxii) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section 2.6 shall have, or be entitled to exercise, any of the powers of the Board of Managers, except to the extent permitted by Law.

Section 2.7 Number, Election and Qualification of Members. Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 4.1 hereof, the Board of Managers shall consist of three individuals to be designated from time to time by Sponsor. From and after the first annual meeting of the Unit Owners, the Board of Managers shall consist of five individuals, four of whom are to be elected by the Unit Owners or designated by Sponsor or its designee pursuant to the terms of Section 4.9 hereof, and one member shall be designated by Sponsor and Sponsor-designees at such meeting, if Sponsor so chooses. The number of members of the Board of Managers may not be increased without the consent of Sponsor or Sponsor-designees as owners of Unsold Units for so long as there remains two Unsold Units. Except for members designated by Sponsor or its designee pursuant to the terms of this Section 2.7 or of Section 2.10 or Section 4.9 hereof, all members of the Board of Managers shall be either: (i) individual Unit Owners; (ii) individual Permitted Mortgagees (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing.

However, no Unit Owner may be elected to serve on the Board of Managers if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such election. Other than members designated by Sponsor and Sponsor-designees. no member shall continue to serve on the Board of Managers after he or she ceases to be a Unit Owner or an interested party in a Unit Owner, as specified above.

Section 2.8 Term of Office of Members. The term of office of the four members of the Board of Managers prior to the first annual meeting of the Unit Owners shall expire when the five individuals to be elected or designated at such meeting are so elected or designated and qualified. The term of office of each of the five individuals elected or designated and qualified at the first annual meeting of the Unit Owners shall be for a period of one year. Notwithstanding anything to the contrary contained in this Section 2.8. however, each member of the Board of Managers shall serve until his or her successor shall be elected or designated and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Board of Managers may serve.

Section 2.9 Removal and Resignation of Members.

(A) Any member of the Board of Managers who was elected thereto either by the Unit Owners, pursuant to the terms of Section 4.9 hereof, or by the Board of Managers, pursuant to the terms of Section 2.10 hereof, may be removed from office, with or without cause, by a vote of a Majority in Common Interest of Unit Owners. Any member of the Board of Managers who was designated as such by Sponsor or its designee, pursuant to the terms of Section 2.7, 2.10, or 4.9 hereof, may be removed, with or without cause, only by Sponsor and Sponsor-designees, by giving written notice thereof to the Board of Managers. Any member of the Board of Managers whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any member of the Board of Managers may resign his or her membership at any time by giving written notice thereof to the Board of Managers and, with respect to any member of the Board of Managers designated as such by Sponsor and Sponsor-designees, to Sponsor and Sponsor-designees. In addition, any member of the Board of Managers who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned his or her membership effective as of the date upon which such qualification shall cease.

Section 2.10 Vacancies.

(A) Any vacancy on the Board of Managers that is caused by the removal, resignation, or death of a member who was elected thereto by the Unit Owners shall be filled by an individual who is qualified to be a member pursuant to the terms of Section 2.7 hereof and who is elected by a vote of the majority of the members of the Board of Managers then in office. A special meeting

of the Board of Managers shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Board of Managers that is caused by the removal, resignation, or death of a member who was designated as such by Sponsor and Sponsor-designees shall be filled by an individual designated by Sponsor and Sponsor-designees.

(C) Each member of the Board of Managers who is elected thereto or designated as such to fill a vacancy pursuant to the terms of paragraph (A) or (B), respectively, of this Section 2.10 shall serve as a member of the Board of Managers for the remainder of the term of the member he or she replaced subject to the provisions of Section 2.2 hereof, and until his or her successor shall be elected or designated and qualified at the appropriate annual meeting of the Unit Owners pursuant to the terms of Section 4.9 hereof.

Section 2.11 Organizational Meeting of the Board of Managers. The first meeting of the Board of Managers following each annual meeting of the Unit Owners shall be held within ten days of such annual meeting, at such time and place in Queens County as shall be both fixed informally by a majority of the members of the Board of Managers and designated in a written notice given to all members thereof by personal delivery, mail, or telegram not later than five business days prior to such date.

Section 2.12 Regular Meetings of the Board of Managers. Regular meetings of the Board of Managers may be held at such time and place in Queens County as shall be determined from time to time by a majority of the members thereof provided that at least four such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Board of Managers shall be given to each member thereof by personal delivery, mail, or telegram at least five business days prior to the day named for such meeting.

Section 2.13 Special Meetings of the Board of Managers. The President may call a special meeting of the Board of Managers whenever he or she deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of three or more members of the Board of Managers. Written notice of all special meetings shall be given to each member thereof by personal delivery, mail, or telegram at least five business days prior to the day named for such meeting, which notice shall state the time, place (in Queens County) and purpose of the meeting.

Section 2.14 Waiver of Notice of Meetings. Any member of the Board of Managers may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Board of Managers at any meeting shall constitute a waiver by his or her of notice of the time and place thereof. If all of the members of

the Board of Managers are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 Quorum of the Board of Managers. For purposes of all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business. In connection therewith, one or more members of the Board of Managers may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at, the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Board of Managers, there shall be less than a quorum present, a majority of the members of the Board of Managers in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for lack of a quorum may be transacted without further notice.

Section 2.16 Conduct of Meeting. The President shall preside at all meetings of the Board of Managers, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full test of all resolutions duly adopted by the Board of Managers and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Board of Managers, shall govern the conduct of the meetings of the Board of Managers unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act.

Section 2.17 Decisions by the Board of Managers. Except as otherwise expressly provided in the Declaration or these By-Laws, the vote of a majority of the members of the Board of Managers present at a meeting thereof at which a quorum is present shall constitute the decision of the Board of Managers. Alternatively, any decision that is required or permitted to be made by the Board of Managers may be made without a meeting thereof if all of the members of the Board of Managers shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Board of Managers.

Section 2.18 Compensation of Members. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 2.19 Common Interested Members of the Board of Managers. Each member of the Board of Managers shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Board of Managers and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Board of Managers are officers, directors employees, partners, fiduciaries. beneficiaries, or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either (a) any such member of the Board of Managers was present at the meeting or meetings of the Board of Managers during which such contract or transaction

was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that the fact thereof is disclosed to, or known by, the Board of Managers or a majority of the members thereof or noted in the minutes thereof, and the Board of Managers shall authorize, approve, or ratify such contract or transaction in good faith by a vote of two-thirds of the entire Board of Managers, not counting the vote of such re. Any such member of the Board of Managers may be counted in determining the presence of a quorum of any meeting of the Board of Managers that authorizes, approves, or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 Liability of Managers.

(A) The members of the Board of Managers shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Board of Managers shall be liable thereto for his or her own bad faith or willful misconduct. In connection therewith, any member of the Board of Managers designated as such by Sponsor and Sponsor-designees shall not be deemed either to be in bad faith or to have committed willful misconduct by reason of any self-dealing in connection with any contract made, or other transaction entered into, between the Board of Managers and Sponsor or its agents, provided that any compensation paid, or to be paid, to Sponsor or its agents in connection with any such contract or transaction is disclosed in the Plan or an amendment thereto or in at competitive rates for goods sold or services rendered in Queens County.

(B) Every contract and other document executed, by or on behalf of the Board of Managers, any committee thereof, or the Managing Agent shall expressly state (if obtainable and in addition to the limitation of liability of the officers of the Condominium and the Unit Owners pursuant to the terms of Sections 3.10 and 4.12 hereof, respectively) that the same is made or executed by or on behalf of the Board of Managers, such committee, or the Managing Agent solely as agent for the Unit Owners and that the members of the Board of Managers or such committee or the Managing Agent shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(C) Neither the Board of Managers nor any member thereof shall be liable for:

(i) any failure or interruption of any services to be obtained by, or on behalf of, the Board of Managers or to be paid for as a Common Element; or

(ii) any injury, loss, or death to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner or by any other Person; (b) resulting from electricity, water, snow, or ice that may

leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(D) The Unit Owners shall severally indemnify and hold each of the Board of Managers harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was a member of the Board of Managers, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such Member. The liability of each Unit Owner on account of such indemnification will be limited to the extent specified in Section 4.12 hereof.

## ARTICLE 3

## OFFICERS

Section 3.1 General. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer. The Board of Managers may appoint a Vice President, an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Board of Managers, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Board of Managers.

Section 3.2 President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Board of Managers. The President shall have all of the general powers and duties that are incident to the office of President of a private stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the BCL), including, but not limited to, the power to appoint the members of all committees created by the Board of Managers from amongst the Unit Owners from time to time as he or she may decide, in his or her discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3 Vice President. The Vice President, if any, shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Board of Managers or by the President.

Section 3.4 Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers. The Secretary shall have charge of such books and papers and the Board of Managers shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board of Managers or in the name of the Managing Agent in such depositories as may from time to time be designated by the Board of Managers and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6 Election, Term of Office of Officers. Each of the officers of the Board of Managers shall be elected annually by a majority vote of the Board of Managers taken at the organizational meeting of each New Board of Managers and shall serve at the pleasure of the Board of Managers. The President and the Vice President, if any, shall be elected from amongst the members of the Board of Managers. The other officers of the Condominium, however, need not be Unit Owners or members of the Board of Managers and need not have any interest in the Condominium.

Section 3.7 Removal and Resignation of Officers. Any officer of the Condominium may be removed from office, with or without cause, by an affirmative vote of a majority of the members of the Board of managers at a meeting called for such purpose. In addition, any officer may resign at any time by giving written notice to the Board of Managers. Finally, if the President or the Vice President of the Condominium shall cease to be a member of the Board of Managers during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her membership shall cease.

Section 3.8 Vacancies. Any vacancy in an office shall be filled by a majority vote of the Board of Managers at any regular meeting of the Board of Managers or at a special meeting thereof called for such purpose.

Section 3.9 Compensation No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10 Liability of Officers:

(A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each officer of the Condominium shall be liable thereto for his or her own bad faith or willful misconduct. In addition, every contract made, and other document executed, by one or more officers or other persons on behalf of the Condominium shall expressly state (if obtainable and in addition to the limitation of liability of the members of the Board of Managers and the Unit Owners pursuant to the terms of Sections 2.20 and 4.12 hereof, respectively) that the same is made or executed by such officers or persons on behalf of the Condominium solely as agent for the Unit Owners and that such officers or persons shall have no

liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(B) None of the officers of the Condominium shall be liable for either: (i). any failure or interruption of any services to be obtained by any such officer on behalf of the Condominium or to be paid for as a Common Expense or (ii)any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(C) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability to other arising from his or her acts or omissions an, or by reason of the fact that such individual is or was, an officer of the Condominium, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer.

## ARTICLE 4
## UNIT OWNERS

Section 4.1 Annual Meeting of the Unit Owners. The first annual meeting of the Unit Owners shall be held approximately one year after the First Unit Closing, at which meeting the incumbent four member Board of Managers shall resign and a successor five-member Board of Managers shall be elected by the Unit Owners and designated by Sponsor or its designees, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held on or about the last Tuesday in June of each year, unless such data shall occur on a legal holiday, in which event the meeting will be held on or about the succeeding business day. At each such subsequent meeting, the Unit Owners shall elect or the Sponsor or its designee shall designate, as the case may be, successors to the members of the Board of Managers.

Section 4.2 Special Meetings of Unit Owners The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Board of Managers or upon receipt by the Secretary of a petition calling for such a meeting signed by Unit Owners having, in the aggregate, not less than fifty (50%) percent of the Common Interests of all Unit Owners. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3 Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in Queens County as may be designated by the Board of Managers.

Section 4.4 Notice of Meetings.

(A) The Secretary of the Condominium shall give written notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote or designate members of the Board of Managers at such meeting which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, no later than ten business days prior to the day fixed for such meeting; however the mailing of such notice to any Unit Owner, addressed at the Property, at least fifteen days prior to the day shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than fifteen days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least 30 days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 Quorum of the Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which more than fifty percent (50%) of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority in Common Interests of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 Conduct of Meetings. The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration these By-Laws, or the Condominium Act. All votes Of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(i) Roll call;

(ii) Proof of notice of meeting;

(iii) Reading of the minutes of the preceding meeting (unless waived);

(iv) Reports of officers of the Condominium;

(v) Reports of members of the Board of Managers;

(vi) Reports of committees;

(vii) Election of inspectors of election (when so required);

(viii) Election and designation of members of the Board of Managers (when so required); and

(ix) Unfinished business.

Section 4.8 Voting.

(A) Subject to the terms of Section 4.9 hereof, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own one or more Unsold Units) shall be entitled to cast one vote at all Meetings of the Unit Owners for each .0001% of Common Interest attributable to his or her Unit(s).

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Board of Managers nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Board of Managers or such designee. The Common Interests of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the aggregate Common Interests of all Unit Owners for voting purposes.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two or more individuals, partnerships, corporations, associations, trustees or other entities (collectively Persons) own a Unit, they shall designate one Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such designation, all of such Persons shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote it takes. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the

designor and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no relocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the Secretary of such meeting. Except with respect to the designation of a permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as proxy shall be effective for a period in excess of six months after the date thereof.

(E) Except when otherwise required by Law or otherwise provided in the Declaration or in these By-Laws, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

Section 4.9. Election of Members of the Board of Managers

(A) Sponsor may have voting control of the Board of Managers if Sponsor and Sponsor-designees, as Unit Owners of Unsold Units, are able to cast more than fifty (50%) percent of the votes, or from two years from the date of the first unit closing, whichever occurs first.

(B) In addition to the right of Sponsor and Sponsor-designees under paragraph (A) above, so long as the Common Interests attributable to any Units owned by Sponsor or Sponsor-designees equals, in the aggregate, 15% or more of the Common Interests of all Units, Sponsor and Sponsor-designees shall have the right to designate one member of the Board of Managers. Sponsor and Sponsor-designees may waive such right in writing.

(C) Each Unit Owner entitled to vote for members of the Board of Managers pursuant to this Section 4.9 shall be entitled to cast one vote for each .0001% of Common Interest attributable to his or her Unit(s) par to be elected. However, nothing contained herein shall be deemed either to permit any Unit Owner to cumulate the votes attributable to the ownership of any one Unit in favor of any one or more members to be elected. In addition, the terms of paragraphs (A) and (B) of Section 4.8 hereof shall apply to all elections of members of the Board of Managers.

(D) All elections of members of the Board of Managers shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation numbers(s) of the unit(s) owned by the voting Unit Owner; (iii) the amount of the Common Interest(s) appurtenant to such Unit(3); and (iv) the names of the candidates for whom such ballot in cast (the number of which names shall not exceed the number of members to be elected). Any ballot that is not cast in conformity with this paragraph (D) shall be discounted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election.

(E) All elections of members of the Board of Managers shall be determined by plurality vote.

Section 4.10 Action Without A Meeting: Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if Unit Owners, sufficient in number (both in absolute number and in aggregate Common Interests) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the

Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.10 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.11 Title to Units. Title to any Unit may be taken by any Person or by any two or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.12 Contractual Liability of Unit Owners. Any contract made by the Board of Managers, by any officer of the Condominium, or by any superintendent or Managing Agent of the Property shall state (if obtainable and in addition to the limitation of liability of the members of the Board of Managers and the officers of the Condominium pursuant to the terms of Sections 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto shall be limited to (1) such proportionate shares of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners and (ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interests, unless otherwise provided by Law.

## ARTICLE 5

## OPERATION OF THE PROPERTY

Section 5.1 Maintenance and Repairs.

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors and their frames and saddles (except painting the exterior side of Unit entrance doors and door backs), exposed plumbing, gas and heating fixtures and equipment, air conditioning units, lighting and electrical fixtures

and any Common Elements incorporated therein pursuant to paragraph (B) of Section 5.8 hereof, but excluding any other Common Elements contained therein) shall be performed by the owner of such Unit at such Unit Owner's cost and expense;

(ii) in or to the Common Elements (other than Limited Common Elements and any Common Elements incorporated into one or more Units pursuant to the terms of paragraph (B) of Section 5.8 hereof), and the painting of the exterior of Units and Building and all entrance doors and door backs shall be performed by the Board of Managers as a Common expense; and

(iii) in or to the Limited Common Elements shall be performed (a) by the Board of Managers as a Common Expense, if involving structural or extraordinary maintenance, repairs, or. replacements (including, but not limited to. repairs not caused by the act or omission of the Unit Owner having direct and exclusive access thereto) or (b) by the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving nonstructural ordinary maintenance, repairs or replacements or if caused by the act or omission of such Unit Owner.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report in writing delivered by certified mail to the Board of Managers or to the Managing Agent any defect or need for repairs for which the Board of Managers is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Board of Managers, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, repairs, or replacements to the Building or any part thereof, whether structural or non-structural, ordinary or extraordinary, if necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Board of Managers, the entire cost and expense thereof shall be borne by the Board of Managers as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit, to the Buildings or to the Common Elements resulting from such Unit Owner's failure to maintain, repair or replace his or her Unit or any portion thereof as required herein.

(C) Each Unit in the Building and all other portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any roofs or other part of the Property exposed to the elements) by the Unit Owner or

the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein and such Unit Owner or the Board of Managers, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas of the Building exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit.

Section 5.2 Alterations Additions, Improvements or Repairs in or to the Units in and to the Units and Limited Common Elements.

(A) A non-structural alteration to a Unit or its appurtenant Limited Common Element that does not adversely affect the structure of the Building or the value of other Units or the Common Element that cannot be sighted from Barclay Avenue, and that complies with all laws, may be made by any Unit Owner without consent of the Board of Managers. Subject to the terms of paragraph (B) of this Section 5.2, no Unit Owner shall make any structural alteration, addition, improvement, or repair in or to his or her Unit or its appurtenant Limited Common Elements, without the prior written approval of the Board of Managers. In the event, however, that the Board of managers shall fail to answer any written, reasonably detailed request for such approval within 30 days after such request is received, such failure to respond shall constitute the Board of Manager's consent thereto. Prior to, and as a condition of, the granting of any such approval, the Board of Managers may, at its sole option, require that (i) all work shall be done by reputable contractors with adequate liability, property damage and workmens' compensation insurance (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction; (ii) the Unit Owner procure and agree to maintain during the course of such work such other insurance as the Board of Managers may reasonably prescribe; and (iii) the Unit Owner to execute an agreement, in form and substance satisfactory to the Board of Managers, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done and that any additions shall be maintained in their entirety by said Unit Owner who shall be responsible for any repairs, including structural repairs, to such additions in any event, and to the Unit and any Common Elements whose such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Anything contained herein to the contrary notwithstanding, until Sponsor or Sponsor-designees convey to all Units but in no event later than five (5) years after date of the First Unit Closing, Sponsor has the right to veto any action of the Board of Managers relating to any addition, alteration, improvement or change in or to the Common Elements, any Unit or any Building, provided, however, Sponsor may not veto such

action if (1) such action is necessary to enable the Board of Managers of Managers or Unit Owner to comply with laws, rules regulations of any governmental authority having jurisdiction over the Condominium and (2) no other alternative is available after a discussion of the alternatives were considered at a meeting in which Sponsor was present, and further provided that Sponsor's veto is delivered by written notice within ten (10) days after Sponsor has notice of the proposed action.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor, any Sponsor-designee, any partner of any entity affiliated directly or indirectly with Sponsor, shall have the right pursuant to the terms of Article 15 of the Declaration, without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers to (i) make any alterations, additions, improvements, or repairs in or to any Units owned by them, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Units owned by them.

(C) All alterations, additions, improvements, and repairs by Unit Owners shall be made in compliance with Law. In connection therewith, the Board of Managers shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereto for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit or its appurtenant Limited Common Elements, provided that, with respect to all such work of a structural nature (but other than that of the nature described in paragraph (B) hereof), the same was approved by the Board of Managers pursuant to the terms of paragraph (A) hereof.

(D) Neither the Board of Managers nor any Unit owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her, or their Unit(s) and appurtenant Limited Common Elements shall incur any liability, cost or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor. materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property arising therefrom. Any Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her, or their Unit(s) and appurtenant Limited Common Elements shall agree (in a writing executed and delivered to the Board of Managers, if the Board of Managers shall request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Board of Managers, the members of the Board of Managers, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

Section 5.3 Alterations, Additions, or Improvements to the Common Elements. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Board of Managers, and the cost and expense thereof shall constitute a Common Expense.

Section 5.4 Insurance

(A) If the same shall be obtainable, the Board of Managers shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk coverage, insuring the Property (including all Units, Limited Common Elements, Common Elements, the exterior face of all walls, ceilings and floors in Units (other than those walls, ceilings and floor erected by a Unit Owner other than Sponsor) and finished by Sponsor in accordance with the action titled Description of Property and Specifications in the Offering Plan and all bathroom and kitchen fixtures and appliances installed therein by Sponsor but not including appliances or any furniture, fixtures, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners and excluding the Land and covering the interests of the Condominium, the Board of Managers, the officers thereof, all of the Unit Owners all Permitted Mortgagees, Eastone Parsons Holding LLC, 33-34 Prince Street, Flushing, NY 11354, as the named insured, as their interests may appear, and the adjoining owner (to the extent required) as an additional insured. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Board of Managers and that all proceeds thereof shall be paid to either the Board of Managers or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee and its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least 10 days, prior written notice to all of the insureds, including all Permitted Mortgagees.

Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all named insured and additional insured at least 10 days prior to expiration of the then current policies.

(B) The Board of Managers shall also obtain and maintain, to the extent practicable

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences due to his or her negligence; and

(ii) such other insurance as the Board of Managers shall from time to time determine.

(iii). During the period that the Sponsor controls the Board, the insurance coverage shall not be less than that required by the regulations of the New York State Department of Law.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another. Each of the aforementioned policies shall name the Persons described in paragraph (A) of Section 5.4 above as the named insured, as their respective interests may appear, or additional insured (to the extent required).

(C) All policies of insurance to be maintained by the Board of Managers shall contain such limits as the Board of Managers shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Board of Managers pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to the lessor of the full replacement cost of the Building, exclusive of excavation and foundations, without deduction for depreciation, or the amount of insurance necessary to avoid the effects of coinsurance an approved by a fire insurance company, a qualified insurance broker, or another qualified source; and

(ii) with respect to insurance policies maintained by the Board of Managers pursuant to subparagraph (i) of paragraph (3) hereof, such policies shall contain single limits of not less than $1,000,000 in the aggregate until the first regular meeting of the first five-member Board of Managers elected by the Unit Owners and will also cover cross-liability claims of one insurer against another.

Any insurance policies maintained by the Board of Managers may also provide for such deductible amounts as the Board of Manager shall determine. The Board of Managers shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Board of Managers pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trusts appointed by the Board of Managers pursuant to the terms of these By-Laws, shall be borne by the Board of Managers as a Common Expense, subject to the adjustment provided in Section 6.1 of these By-Laws.

(E) Unit Owners shall not be prohibited from carrying and are advised to carry other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing the insurance maintained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 5.5 Casualty or Condemnation.

(A) In the event that either (i) any portion of the Property is damaged or destroyed by fire or other casualty (hereinafter referred to as a Casualty Loss) or (ii) the Common Elements or any part thereof are taken in condemnation or by eminent domain (hereinafter referred to as a Taking), the net insurance proceeds payable under insurance policies maintained by the Board of Managers pursuant to the terms of Section 5.4 hereof by reason of Such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Board of Managers, if the same shall be $250,000.00 or less in the aggregate, or the Insurance Trustee, if the same shall exceed $250,000.00 or less in the aggregate. In either instance, all such monies actually received (hereinafter referred to as the Trust Funds) shall be held in trust for the-benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (k) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Board of Managers shall arrange for the prompt repair or restoration (hereinafter referred to as the Work) of: (I). In the event of a casualty loss, the portions of the Property (including all Units, the exposed face of all walls, ceilings and floors in the units, other than those walls ceilings and floors erected by a Unit owner other than the Sponsor) as finished by Sponsor in accordance with the Section of the Offering Plan entitled Description of Property and Specifications and all bathroom and kitchen fixtures installed therein by Sponsor, but not including appliances or any furniture, fixtures, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, Work is to be performed in or to Units, Common Elements that service or enclosed Units and other Common Elements, or any combination of the foregoing, the Work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units

and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, its appurtenant Limited Common Elements, or any portion thereof shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 hereof, to supervise any reconstruction of his or her Unit and/or such Limited Common Elements.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Board of Managers shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excesses shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid, out of said Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph and for any projected deficiency in the amount of the Trust Funds available to the Board of Managers and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including. without limitation, any Permitted mortgagee).

(D) If either 75% or more of the Units are destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Sponsor or its designee, if Sponsor or such designee shall then own any Units), both in number and aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

(E) In the event that the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges

otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered useable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such Casualty Loss shall be caused by the act, the Omission to act, or the negligence of the owner of a Unit so affected thereby, by a Family Member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate Only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total fair value of such Unit after such taking bears to the total fair value of such Unit prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the New Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the Taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Units and, in the event of a Taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

(G) As used in this Section 5.5, the terms:

(i) prompt repair or restoration shall mean that the Work is to be commenced not more than either: (a) 60 days after the date upon which the Insurance Trustee notifies the Board of Managers and the Unit Owners that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) 90 days after the date upon which the Insurance Trustee notifies the Board of Managers and the Unit Owners that it has received Trust insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust funds are payable to the Board of Managers pursuant to the terms of paragraph (A) of this Section 5.5, 60 days after the date upon which the Board of Managers notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) promptly resolve shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Board of Managers or the Insurance Trustee, as the case may be, notifies the Unit Owners that it has received the Trust funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Board of Managers shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

(I) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51% of the votes of the unit estates that are subject to mortgages.

A mortgagee's approval shall be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

(J) The project documents must give the mortgagee and guarantor of the mortgage on any unit in a condominium project the right to timely written notice:

1) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage
2) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage
3) A lapse, cancellation, or material modification of any insurance policy maintained by the homeowner's association
4) Any proposed action that requires the consent of a specified percentage of mortgagees.

Section 5.6 Use of the Property.

(A) No nuisance or immoral activity shall be committed or permitted to occur in or about any Unit or upon any part of the Common Elements, nor shall any use or practice be allowed in a Unit that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit owners or the Board of Managers, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any unit or the Common Elements be altered or removed.

Section 5.7 Use of the Units.

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7.

(B) Each Residential Unit shall be used only as a residence. Notwithstanding the foregoing, however, a portion of a Unit may be used for any home occupation, including as a professional office, by the resident thereof provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering such Unit, applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers. Commercial units may be used for the units permitted by the certificate of occupancy.

(C) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees or partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (however, nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests). Additionally, in no event shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (c) may be accommodated therein).

(D) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, without the consent of either the Board of Managers or the Unit Owners;

(i) grant Permission for the use of any residential Unsold Unit for any home occupation, including as a professional office by the resident thereof provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering such residential Unsold Unit; and

(ii) use any one or more residential Unsold Units as model units and offices for the sales, promotion, rental, at and operation of the Unsold Units or for any other purpose, subject only to compliance with Law.

Section 5.8 Use of the Common Elements.

(A) Subject to the terms of paragraphs (B) and (C) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Buildings) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, doormats, packages or objects of any kind shall be placed in or on any part of the Common Elements, including but not limited to the lobby vestibule, public hall and stairways, (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers.

(B) The owner or owners of any two or more Units, if such Units are the only Units serviced or benefited by any Common Element adjacent or appurtenant to such Units or (for example, that portion at the end of any hallway that is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Board of Managers (which consent shall not be unreasonably withheld or delayed), have the right to use such Common Elements exclusively, as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such event, however, such owner or owners shall, at his, her or their sole cost and expense, both (i) operate, maintain and repair such Common Elements for so long as such owner or owners exercise such exclusive right of use and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use.

(C) The terms of paragraph (A) of this Section 5.8 shall not apply to Sponsor or its designee for so long as there are any residential Unsold Units. So long as Sponsor any Unit, Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs, of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Buildings or adjacent to any entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage or operate Unsold Units, to complete any work or repairs to the Buildings expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Offering Plan and the Condominium Documents. In addition, Sponsor and its designee shall be entitled to exercise the rights set forth in paragraph (B) of this Section 5.8 with respect to any residential Unsold Unit(s) without the necessity of obtaining the consent of either the Board of Managers or any other Unit Owners. In no event, however, shall Sponsor or such designee be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

Section 5.9 Rights of Access.

(A) subject to the rights of existing tenants and other occupants of residential Unsold Units, each Unit Owner shall grant to the Sponsor, to the Board of Managers, to the Managing Agent or manager (if any), to the superintendent and/or to any other Person authorized by any of the foregoing a permanent right of access to his or her Unit and its appurtenant Limited Common Elements for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his or her Unit and threatening another Unit or all of a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his or her Unit or elsewhere in the Buildings;

(iv) reading, maintaining, or replacing utility motors relating to the Common Elements, to his or her Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Buildings or for the safety of the occupants of the Buildings or other individuals, or required to avoid the suspension of any necessary service in the Buildings), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units and their appurtenant Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to his or her Unit and its appurtenant Limited Common Elements, and the Board of Managers shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees for the purpose of fulfilling Sponsor's obligations as set forth in the Offering Plan or in any amendment thereto,

provided that access thereto shall not be exercised, with respect to any Unit and its appurtenant Limited Common Elements, in such a manner as will unreasonably interfere with the use of such Unit and Limited Common Elements for their permitted purposes.

Section 5.10 Modification of the Rules and Regulations. The Board of Managers shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of a majority in Common interests of Unit owners. Notwithstanding the foregoing, as long as Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor owns title to one or more Units, the Rules and Regulations may not be amended in a manner which would, in the sole discretion of Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, adversely affect such Persons in any way, unless each such Person gives its prior written consent to such amendment. Copies of the text of any amendments, modifications, addition, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof.

Section 5.11 Real Estate Taxes, Water Charges and Sewer Rents. Water for the Buildings shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the City Collector, (i) the Unit Owners shall pay to the Board of Managers at least 15 days before same became due and payable the cost of any such taxes, charges and rents as a Special Assessment, (ii) the cost thereof shall be allocated among the owners of the Units in proportion to each Unit's Common Interest, and (iii) the Board of Managers shall collect such monies from the Unit Owners, hold such monies in trust and promptly pay such taxes, charges and rents before they are due, all as agent for the Unit Owners. In the event of a proposed sale of any Unit, the Board of Managers (for so long as the Board of Managers is still paying such real estate taxes, water charges and sewer rents as agent for the Unit Owners) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchasers title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit.

The Board of Managers may act as an agent of each Unit Owner who has given his or her written authorization to complain or apply to the board of assessment review or the assessing agency by filing a single complaint on behalf of all such Unit Owners and to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and may charge all such Unit Owners a pro-rata share of expenses, disbursements and legal fees, for which charges the Board of Managers shall have a lien pursuant to the terms of these By-Laws.

Section 5.12 Utilities Serving the Common Elements. The cost and expense of water, steam, electricity and gas serving or benefiting any Common Element shall be (i) considered part of the expense of maintaining such Common Element, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense.

Section 5.13 Records and Audits.

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of accounts shall include, without limitation, (i) a listing of all receipts of and expenditures by the Board of Managers and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within four months after the end of each fiscal year of the Condominium, the Board of Managers shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Board of Managers as a Common Expense.

(C) The books of account and records of the Condominium may be examined by Unit Owners at convenient hours on weekdays.

## ARTICLE 6
## COMMON CHARGES

Section 6.1 Determination of Common Expenses & Fixing of Common Charges.

(A) From time to time, but not less frequently than once a year, the Board of Managers shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the limitations set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges among the Unit Owners pro-rata, in accordance with their respective Common Interests. This allocation and assessment of Common Charges is based upon the exclusive use of Limited Common Elements by certain Unit Owners, in a manner different from common profits and expenses and is expressly authorized hereby in accordance with Section 339-m of the Real Property Law. The Board of Managers shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them and, not later than 10 days next preceding the date upon which the first installment of newly-determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees. The Board of Managers may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to

increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such now determination. Notwithstanding the foregoing, however, the Board of Managers shall not reduce the Common Charges payable during any year occurring within a period when Sponsor owns Units having more than 50% of the Common Interests of all Units solely as a result of either reducing the number of employees of the Condominium below the number employed for the Property on the date of recording the Declaration, or eliminating or reducing any service or reducing the insurance coverage below that provided for the Property an such date, except with the concurrence of a majority of the members of the Board of Managers elected by Unit Owners other than Sponsor or its designee.

(B) The failure or delay of the Board of Managers to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be doomed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis Of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges Payable by the Unit Owners until a now determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board of Managers shall have the right, subject, in all respects, to the limitations contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interest and may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than 15 days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.4 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners, and shall be collected on behalf of the Unit Owners by the Board of Managers and applied against the Common Expenses for the year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Board of Managers against the Common Expenses for the next succeeding year(s) of operation, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Board of Managers shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interest.

Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, however, in no event shall any rent, profit, or revenue derived from the rental or use of any space in any Buildings be deemed to be derived from the rental or use of any floor slabs, ceilings, or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

Section 6.2 Payment of Common Charges.

All Unit Owners (including Sponsor and Sponsor-designees with respect to Unsold Units, for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Board of Managers pursuant to the terms of Section 5.1 thereof at such time or times (but not less than annually) as the Board of Managers shall determine. Unless otherwise determined by the Board of Managers, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Board of Managers shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and to any sums unpaid on a Permitted First Mortgage of record thereon. 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 30 days in arrears of common charges while it is in control of the Board of Managers.

If a non-occupying owner, including the Sponsor, 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 Real Property Law Section 339-kk, all rental payments from the tenant shall be directly payable to the condominium association. 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. Payment by a rental tenant to the condominium association made in connection with section 339-kk 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.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his or her Units subsequent to a sale, transfer, or other conveyance by his or her of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his or her acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgage acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale hold with respect to a Permitted First Mortgage shall not be liable and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted First Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessment that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey his or her Unit, together with its Appurtenant Interests, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefore and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit and (iv) at the time of conveyance, and in the event that the Unit Owner shall deposit with the Board of Managers an amount equal to the product of the then current monthly debt service on the Permitted Mortgage multiplied by 24. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Board of Managers and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Board of Managers, without compensation, pursuant to the terms of paragraph (c) hereof. Except as expressly provided to the contrary in paragraph (3) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or

any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Section 5.1, 5.2 or 5.3 hereof; or (iii) any action taken by the Board of Managers or the officers of the Condominium to comply with Law.

(E) Notwithstanding anything to the contrary, until such time as Sponsor has substantially completed construction of all the Units and Common Elements, Sponsor's obligation to pay Common Charges and Special Assessments with respect to Unsold Units shall not exceed the amount by which the actual operating costs of the Condominium (including reserves authorized hereunder) shall exceed the sum of the Common Charges and Special Assessments levied on Unit owners (other than Sponsor).

Section 6.3 Statement of Common Charges. The Board of Managers shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine books of account of the Condominium at reasonable times on weekdays.

Section 6.4 Default in Payment of Common Charges.

(A) The Board of Managers shall take prompt action to collect any Common Charges due to the Board of Managers that remains unpaid for more than fifteen (15) days after the due date for the payment thereof. In connection therewith, the Board of Managers shall have the right to cause liens for all sums due and owing to the Board of Managers to be filed with the Register's Office pursuant to the terms of Section 399-s of the Condominium Act to cause such liens to be foreclosed in the manner provided in Section 399-aa of the Condominium Act and/or to institute all other proceedings necessary or desirable by the Board of Managers to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Board of Managers by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges; however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges or Special Assessments, such Unit Owner shall be obligated to pay each month a late charge of five (5) cents for each dollar of such amounts which remain unpaid for more than five days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), together with all costs and expenses paid or incurred by the Board of Managers, the Managing Agent, or the member (if any) in connection with collecting such unpaid Common Charges or Special Assessment with interest at the rate of two (2%) percent per month (but in no event in excess of the maximum rate permitted by law) and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. The late charge shall be imposed for each month that the Common Charges shall remain unpaid for any portion of the month. In addition, if the Board of Managers shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be

required to pay a reasonable rental for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such late charges, interest, costs and expenses and rentals shall be added to and shall constitute Common Charges or Special Assessments payable by such Unit Owner.

(C) In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Board of Managers shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the Unit). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

## ARTICLE 7
## SELLING AND LEASING OF UNITS

Section 7.1 General. Subject to the terms of Section 7.5 hereof, no Unit Owner may sell or lease his or her Unit except in compliance with the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Board of Managers, and, if the Board of Managers shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Board of Managers for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

Section 7.2 Right of First Refusal.

(A) Subject to the terms of Sections 7.5 and 7.9 hereof, any contract to sell a Unit together with its Appurtenant Interests and apportioned Limited Common Element, if any, and any lease of a Unit (hereinafter collectively referred to as a Sale or Lease Agreement) shall contain the following language: THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OR THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 and 7.3 OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED. Promptly after any such contract of sale or lease shall be fully executed, the

Unit Owner executing the same (hereinafter referred to as the Offeree Unit Owner) shall send written notice thereof to the Board of Managers by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the contract of sale or the lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant (hereinafter referred to as the Outside Offeror).

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell his or her Unit, together with its Appurtenant Interests and apportioned Limited Common Element, if any, and, or to lease his or her Unit, as the case may be, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners, upon the same terms and conditions as are contained in such Sale or Lease Agreement, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Board of Managers, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale or Lease Agreement as the Board of Managers may reasonably request.

(C) The Board of Managers may elect, by sending written notice thereof to the Offeree Unit owner by certified or registered mail not later than 15 business days after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Unit together with its Appurtenant Interests and apportioned Limited Common Element, if any, or to lease such Unit, as the case may be (or to cause the same to be purchased or learned by its designee, corporate or otherwise) on behalf of all Unit Owners upon the same term and conditions as were contained in the Sale or Lease Agreement at and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option set forth in this Section 7.2 to purchase or lease any Unit without the prior approval of a Majority in Common Interests of Unit Owners.

The right of first refusal will not impact the rights of a mortgagee or its assignee to:

(a) Foreclose or take title to a condo unit pursuant to the remedies in the mortgage; and
(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; and
(c) Sell or lease a unit acquired by the mortgagee or its assignee.

Section 7.3 Acceptance of Offer.

(A) In the event that the Board of Managers shall elect, within the time provided in Section 7.2 hereof, to purchase a Unit together with its Appurtenant Interests and apportioned Limited Common Element, if anyone to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale or Lease Agreement, at the office of the attorneys for the Condominium within 45 days after the day upon which the Board of Managers shall give notice of its election to accept such offer.

(B) If such Unit and its Appurtenant Interests and apportioned Limited Common Element, if any, are to be purchased by the Board of Managers or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Board of Managers may levy a Special Assessment against each Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Board of Managers may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests and apportioned Limited Common Element, if any. In addition, if the Outside Offeror was to seems or to take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale or Lease Agreement, the Board of Managers may purchase the Unit and assume or take title thereto subject to such mortgage or mortgages, as the case may be. At the closing of title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interests and apportioned Limited Common Element, if any, to the Board of Managers or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-0 of Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offerees Unit Owner who shall also pay all other transfer taxes, gains taxes and any other taxes arising out of such sale notwithstanding any terms of the Sale or Lease Agreement to the contrary. Real estate taxes (including water charges and sewer charges, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Board of Managers or its designee as of the closing date, notwithstanding any terms of the Sale or Lease Agreement to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Board of Managers or its designee, on behalf of all Unit Owners, as tenants-in-common, in proportion to their respective Common Interests, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit and the entire Property, as herein provided.

(C) In the event that such Unit is to be leased by the Board of Managers or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Board of managers or such designee a lease covering such Unit by and between the Offeree's Unit Owner, as landlord, and the Board of Managers or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Sale or Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein and shall comply with paragraph (C) of Section 7.4. Notwithstanding anything to the contrary set forth hereinabove or in the Sale or Lease Agreement, however, such lease shall expressly provide that

the Board of Managers or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord.

Section 7.4 Failure to Accept Offer.

(A) In the event that the Board of Managers shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the time set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale or Lease Agreement within one hundred and twenty (120) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers or (ii) the expiration of the period within which the Board of Managers or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale or Lease Agreement within such 120-day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests and apportioned Limited Common Elements, if any or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Sections 7.2,7.3 and 7.4 hereof.

(B) Any deed of a Unit and its Appurtenant Interests and apportioned Limited Common Elements, if any to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

(C) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Board of Managers. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be materially amended or modified, or extended without the prior written consent of the Board of Managers in each instance;

(ii). the tenant thereunder shall not assign his or her interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Board of Managers in each instance; and

(iii) the Board of Managers shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-x of the Condominium Act.

Section 7.5 Termination of and Exceptions to The Right of First Refusal

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Board of Managers and that, as a result thereof, the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests and apportioned Limited Common Elements, if any may be sold, conveyed, or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Board of Managers shall furnish or cause the Managing Agent to furnish such certificate upon written request to any Unit Owner in respect to whom the provisions of Section 7.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in Section 7.2 hereof be deemed released or waived by the Board of Managers (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of a certificate that has been duly executed acknowledged and issued by the Board of Managers or the Managing Agent as aforesaid.

(B) The terms and conditions contained in Sections 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease, or conveyance of a Unit, together with its Appurtenant Interests and apportioned Limited Common Elements, if any by:

(i) the Owner of such Unit either to any of his or her adult Family Members, to any combination of the same, or to a trust for the benefit of any of them or, with respect to a Unit Owner that is not an individual, or to any affiliate of such Owner. Notwithstanding anything to the contrary contained in subsection (B) above, the Owner shall comply with the notice requirements of Section 7.2(A);

(ii) Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor;

(iii) the Board of Managers;

(iv) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or

(v) any Permitted Mortgagee or his or her nominee, who has acquired title to any Unit at any foreclosure sale of his or her Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction;

(vi) Owner of such Unit by gift, as a devise by will or through intestacy; provided, however, that each succeeding Unit owner shall be bound by and his or her Unit shall continue to be subject to, all of the terms and conditions of this Article 7. The sale, lease or conveyance by any of the Persons described in this paragraph (B) shall be on such terms as such Persons shall determine and with respect to leasing, without limitation as to the rental to be charged therefor except such rents shall not be in violation of any applicable law.

(vii) The sale of lease of a unit by the Board of Managers must be approved by at least 50% of the unit owners, both in number and in common elements.

Section 7.6 No Severance of Ownership. No Unit Owner shall execute any deed or other instrument conveying title to his or her Unit without including therein its Appurtenant Interests or its apportioned Limited Common Element, if any, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the letter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests or its apportioned Limited Common Element, if any of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant and which such Limited Common Elements are included or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his or her Unit unless he or she shall have paid in full to the Board of Managers all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

Section 7.8 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the now Unit Owner shall duly execute, acknowledge and deliver to the representative of his or her title insurance company (or, if no such representative is present, to Sponsor or its designee, or, if Sponsor or its designee in not then the owner of any Unsold Unit, to the Board of Managers) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form required by the Board of Managers.

Section 7.9 Gifts and Devises, Etc. Any Unit Owner shall be free to convey or transfer his or her Unit, together with its Appurtenant Interests and its apportioned Limited Common Element, if any, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the provisions of this Article 7.

Section 7.10 Fees and Charges. The Board of Managers shall have the right to require the Offeree Unit Owner to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Unit pursuant to the provisions of this Article 7 except such charges and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor. Any other fees in connection with the sale or lease of a Unit may only be enacted by action of Unit Owners except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor.

## ARTICLE 8
## MORTGAGING OF UNITS

Section 8.1 General. Each Unit Owner shall have the right to mortgage his or her Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his or her unit, or the holder of such mortgage, shall supply the Board of Managers at its request with the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. Any Unit Owner who satisfies a mortgage covering his or her Unit shall so notify the Board of Managers and shall file a conformed copy of the satisfaction of mortgage with the Board of Managers. The Secretary of the Condominium shall maintain such information in a book entitled Mortgagees of Units.

Section 8.2 Restrictions on

(A) No Unit Owner shall be permitted to mortgage, pledge or hypothecate his or her Unit unless and until he or she shall have paid in full to the Board of Managers all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging or hypothecating title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including any such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association, or other institutional or non-institutional lender to make the mortgage loan.

Section 8.3 Notice of Unpaid Common Charges Default. Whenever requested in writing by a Permitted Mortgagee, the Board of Managers shall promptly report to such Permitted Mortgagee any default by his or her mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Board of Managers has knowledge as then exists. The Board of Managers shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his or her Permitted Mortgagee, if so requested. however, the Board of Managers shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium Documents. provided that (i) the Board of Managers shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Board of Managers shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Board of Managers shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Board of Managers pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4 Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his or her Permitted Mortgagee, and the Board of Managers shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5 Examination of Books. Each Permitted mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 Consent of Mortgagees; Designation of Mortgage Representatives.

(A) Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgages shall be required with respect to any determination or act of the Board of Managers or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgages against his or her mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or those By-Laws, the decision of a majority of the Mortgage Representatives, if any

are designated pursuant to the terms of paragraph (B) of this Section 8.6, shall be deemed binding upon the holders of all mortgages encumbering Units.

(B) The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than three Mortgage Representatives by giving written notice thereof to the Board of Managers, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration of these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this paragraph (B) shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Board of Managers. Unless otherwise required by Law, no holders of mortgages encumbering Units other than Permitted Mortgagees who hold Institutional Mortgages shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

## ARTICLE 9

## CERTAIN REMEDIES

Section 9.1 Self Help. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed including, without limitation, any breach of his or her obligation to paint, decorate, maintain, repair, or replace his or her Unit or its appurtenant Limited Common Elements pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within five days after receipt of written notice of the same from the Board of Managers, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five-day period and, thereafter, to prosecute such cure with due diligence to completion), the Board of Managers shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common elements and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. in addition, in the event that the Board of Managers shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of a Building or the Property or for the safety of the occupants of a Building or the Property or other individuals or is required to avoid the suspension of any necessary service in a Buildings or to the Property, the Board of Managers may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to a notice to cure such violation or breach.

Section 9.2 Abatement and Enjoinment.

(A) In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, the Board of Managers shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

(B) The violation or breach of any of the terms of the Condominium documents with respect to any rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3 Remedies Cumulative. The remedies specifically granted to the Board of Managers or to Sponsor or its designee in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, sha11 be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Board of Managers or Sponsor or such designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4 Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by (i) the Board of Managers in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or broach of the Condominium documents pursuant to the terms of paragraph (B) of Section 9.2 hereof, shall be immediately payable by (a) in the event set forth in subparagraph (i) hereof, such Unit Owner to the Board of Managers or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e., the Board of Managers or the Unit Owner) to Sponsor, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two (2%) percent per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Board of Managers pursuant to the terms of this Section 9.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

## ARTICLE 10
## ARBITRATION

Section 10.1 Procedure. Any matter permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any Successor organization thereto. In the event that the American Arbitration Association shall not than be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the Queens County. The decision of the arbitrator so chosen shall be given within 10 days after his or her selection or appointment.

Section 10.2 Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3 Binding Effect. The decision in any arbitration conducted pursuant to the terms of Sections 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 4.1 hereof shall be non-binding.

Section 10.4 Costs and Expenses.

(A) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Board of Managers in connection with any arbitration held hereunder, including without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

## ARTICLE 11

## NOTICES

Section-11.1 General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) if to the Board of Managers, to the Board of Managers at its principal office as set forth in Section 1.5 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner other than Sponsor or its designee, to such Unit owner at his or her address at the Property;

(iii). if to Sponsor or its designee, to Sponsor or such designee, with a copy to Thomas E. Berinato, Esq., 123-40 83rd Avenue, Suite 1D, Kew Gardens, N.Y. 11415; or

(iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Board of Managers.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the term of this Section 11.1 shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2 Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, 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 12

## AMENDMENT TO BY-LAWS

Section 12.1 General.

(A) Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or these By-Laws with respect to any amendments (hereinafter referred to as "Special Amendments") affecting or in favor of Sponsor or its designee, any Unsold Unit(a), and/or any Permitted Mortgagee, any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of not less than 66 2/3% in number and aggregate Common Interests or all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the County Clerk's Office by or on behalf of the Board of Managers an attorney-in-fact of all Unit Owner, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. to such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the County Clerk's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-Laws with respect to Special Amendments:

the provisions of the By-Laws relating to the Use Of Units or the Common Interest appurtenant to or Common Interest allocated to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (E) of Section 5.5 hereof; no amendment, modification, addition, or deletion agreed to pursuant to the terms of paragraph (A) hereof shall be effective without the prior written consent of the Mortgage Representatives, if any, provided, however, that no such consent shall be unreasonably withheld or delayed; and

(iii) the terms of Section 5.7 hereof may not be amended, modified, added to, or deleted (in addition to the consent, if required, of the Mortgage Representatives as provided above) without the consent of more than eighty percent in number and in aggregate Common Interests of all Unit Owners affected thereby shall approve such amendment, modification, addition, or deletion in writing.

Section 12.2 Special

(A) Any amendment, modification, addition, or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws, may be effected by Sponsor or its designee without the consent of the Board of Managers or the Unit Owners shall be embodied in an instrument executed and recorded in the County Clerk's Office by Sponsor or such designee as attorney-in-fact of both the Board of Managers and all Unit owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor or such designee, certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor or such designee pursuant to the terms of the Declaration and/or these By-Laws, in which Certification there shall be set forth in the Article and/or Section of the Declaration or these By-Laws pursuant to which the same was effectuated. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the County Clerk's Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to these By-Laws or the Rules and Regulations of the Condominium shall be effective in any respect against Sponsor or Sponsor-designee, any Unsold Unit or the holder of any present or future mortgage, pledge, lien, or security agreement covering any Unsold Unit, unless and until Sponsor, Sponsor-designee and/or such holder (as the case may be) shall consent to the same in writing.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to Section 5.4 or 5.5, paragraph (B) of Section 6.2, subparagraph (iv) or (v) of paragraph (B) of Section 7.5, or Article 8 hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto.

(D) Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of unit estates that are subject to mortgages.

## ARTICLE 13

## FURTHER ASSURANCES

Section 13.1 General. Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or subleasee of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2 Failure to Refusal to Act.

(A) If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such Unit Owner or Person is required to deliver or to take pursuant to these By-Laws, then the Board of Managers is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, 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 Person, and such document or action shall be binding on such Unit Owner or other Person.

(B) If the Board of Managers, any Unit Owner, or other Person that is subject to the terms of these By-Laws fails to make or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that the Board of Managers, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Board of Managers, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, of the Board of Managers, such Unit Owner, or other Person,

and such document or action shall be binding on the Board of Managers, such Unit Owner, or other Person.

## ARTICLE 14

## Miscellaneous

Section 14.1 Inspection of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Typical Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 14.2 Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3 Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 14.4 Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5 Successors and Assigns. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assigns of Sponsor or, with the consent of Sponsor, any transferee of all of the then Unsold Units.

Section 14.6 Gender. A reference in these By-Laws to any one gender, masculine, feminine, or .neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.7 Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of those By-Laws or the intent of any provision hereof.

Section 14.8 Real Estate Tax Assessments. Real estate tax assessments against each Unit may be appealed by the owner of such Unit. The Board of Managers, may, at its option, appeal the real estate assessments against one or more Units.

Section 14.9 Qualifications of Managers: After the initial Sponsor voting control period, a Majority of the board of managers must be owner-occupants or members of an owner-occupant's household- those persons who are unrelated to the sponsor or its principals.

**Addendum to the By-Laws of**
**The Condominium of the**
**Premises Known as**

**EASTONE PLAZA CONDOMINIUM**

**RULES AND REGULATIONS**

1. The Residential Units may be used only for private residential use, except that a Unit Owner may use a portion of his or her Unit for any home occupation use, including as a professional office, permitted under the then existing Certificate of Occupancy covering such Unit, applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. In the event that any Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers. Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Units or Common Elements.

Smoking is not permitted anywhere in the building (except inside units) including common areas. Smoking is permitted inside units. Smoking is not permitted on balconies, terraces or areas that are appurtenant to units/outdoor limited common elements. The smoking policy is intended to be the same as the policies set forth in the Smoke Free Air Act. NYC Administrative Code §17-505. ("SFAA"). SFAA does not prohibit smoking in private units or apartments or other private residences (except in areas where child day care centers or health care facilities operate and are open or employees are working). For further discussion, see Section titled, "Rights and Obligations of Unit Owners and the Board of Managers"

2. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted in any Unit or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Sponsor and Sponsor-designees reserve the right to place "For Sale", "For Rent", "For Lease, or similar signs on any unoccupied Units or Unsold Units.

Notwithstanding the foregoing, Sponsor and Sponsor-designees also shall have the right to place 'For Sale", "For Rent", "For Lease" or similar signs on or in the vicinity of the Buildings. Additionally, as previously set forth, Sponsor, and its designees, reserves the right to maintain and staff one or more vacant and Unsold Units as a sales office and/or model Unit.

3. No window guards or other window decorations shall be used in or about any Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

4. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers nor shall anything be projected out of any window of any Unit without similar approval.

5. No radio or television aerial shall be attached to or hung by a Unit Owner from the exterior of the Buildings without written approval of the Board of Managers and nothing shall be projected from any window of a Unit without approval in writing by the Board of Managers or the Managing Agent. Upon request of any Unit Owner, the Board of Managers shall allow the installation of any hook up necessary to provide cable television service to the Units.

6. No Unit Owner shall be allowed to put his or her name on any entry to the Buildings or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes. Except as otherwise provided in the Condominium Documents, no sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door, or other part of a Unit or adjoining Common Element without prior written approval of the Board of Managers, nor shall anything be projected out of any window of the Buildings without similar prior written approval.

7. No exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner. No exterior walls adjacent to the patios shall be painted except as approved by the Board of Managers.

8. Plantings on any patio shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the patio surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water, In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such patio, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. Unit Owners may not remove nor permit to be removed any existing trees on the patios.

9. Each Unit Owner shall keep his or her Unit and its appurtenant Limited Common Elements in a good state of preservation, condition, repair and cleanliness.

10. No fences or permanent barriers are permitted on the patios.

11. No lockable gates where there are fences are allowed in order to permit egress through the patios and maintenance of the Common Elements by the Superintendent.

12. A Unit Owner with the exclusive right to a patio may not use the patio for cooking except for occasional barbecues.

13. The area of the patio beneath the fire escapes drop ladder shall be clear of any objects at all times.

14. All garbage and refuse from the Buildings shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose and placed in the garbage receptacles which have been provided by the Condominium.

15. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung or shaken from any doors, windows, fire escapes or backyards, or placed upon the window sills, of the Buildings, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom. Any laundry line installed in the patios shall not interfere with or hinder the exit passage at the gates in the patios.

16. Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Property or any Buildings by the other Unit owners. In no event shall dogs or cats be permitted in any of the public portions of the Property unless carried or on a leash. Each Unit Owner who keeps an animal in his or her Unit shall indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the Buildings. Notwithstanding the foregoing, the Board of Managers shall have the right to limit the number of animals kept by a Unit Owner or to prohibit an animal, which the Board of Managers determines to be interfering with the use and enjoyment of the Property or Buildings by the other Unit Owners. Animals shall not be kept and perishable goods shall not be stored on the patios.

17. No unlawful use shall be made of the Property or any part thereof, and all valid law, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

18. No Unit shall be used or occupied in such manner as to constitute a nuisance and no immoral activity shall be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

19. No Unit Owner shall make cause or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his or her Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No construction, repair work, or other installation involving noise shall be conducted in any 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 repair work is necessitated by an emergency. No Unit Owner shall, make, cause or permit any loud music, noise or bright lights in the patios which may interfere with the rights, comforts or conveniences of the other Unit Owners or neighbors to the Buildings.

20. A11 damage to the Buildings or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such articles

21. Any damage to the Buildings or equipment caused by Unit Owners, Unit Owners' Family Members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

22. No Unit Owner or any Unit Owner's family member, visitor, guest patient, employee or any client of a Unit owner shall be allowed in the heating, electrical or mechanical equipment areas (unless contained in the Units) without the express permission of the Board of Managers.

23. No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus, which are part of the Common Elements and not part of the Unit Owner's Unit.

24. No Unit Owner shall use or permit to be brought into a Building any inflammable oils or fluids such as gasoline, kerosene, naptha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Managers.

25. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited. No part of the Common Elements shall be used for general storage purposes, unless specifically designated for such use by the Board of Managers.

26. The sidewalks, entrances, passages public halls, vestibules, corridors and stairways appurtenant to the Property shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from the Buildings by another vehicle.

27. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in Common Elements. No Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in Common Elements. No objects of any kind shall be placed below the drop ladders of the fire escapes at any time.

28. The Board of Managers or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

29. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Buildings, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit

or in the Common Elements that will result in the cancellation of or increase in premiums for insurance on the Buildings, or the contents thereof, or that would be in violation of any Law.

30. Water-closets and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, paper ashes or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus shall be repaired and paid for by the Unit Owner causing such damage.

31. Sponsor or its designee, the agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

32. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate all such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

33. The Board of Managers or the Managing Agent shall retain a pass-key to each Unit. No Unit Owner shall change any lock on any door, leading into his or her Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Unit Owner must provide the Board of Managers with a key to such changed lock-for their use. If a Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit, promptly after such Unit owner moves into his or her Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Unit for emergency purposes and a Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, than the affected Unit Owner shall be liable and responsible for any damage to the Common Elements or such Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and to permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

34. If any key or keys are entrusted by a Unit Owner, by any Family or member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and

neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

35. No Unit Owner or other occupant of the Buildings shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Buildings on any private business without the written consent of the Board of Managers except as a real estate broker for the sale or lease of a Unit.

36. Any consent or approval given under those Rules and Regulations may be amended, modified or added to at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

37. Complaints regarding the management of the Buildings and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

38. The Rules and Regulations govern the use of the Units and Limited Common Elements and may be amended from time to time by the Board of Managers. All complaints shall be made only to the Board of Managers, which alone may enforce the Rules and Regulations, and the Board of Managers may waive in its sole and absolute discretion any violation hereof.

39. The right of first refusal shall not adversely impact the rights of a mortgagee or its assignee to: (a) foreclose or take title to a condo unit pursuant to the remedies in the mortgage, (b) accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor, or (c). sell or lease a unit acquired by the mortgagee or its assignee.

The mortgagee and guarantor of the mortgage on any unit in a condominium shall have the right to timely written notice of: (a). any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; (b). any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; (c). a lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and (d). any proposed action that requires the consent of a specified percentage of mortgagees.

Condominium unit owners or any other parties do not have priority over the rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(a). Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of unit estates that are subject to mortgages.

(b). Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons to be agreed to by mortgagees that represent at least 51% of the votes of the unit estates that are subject to mortgages.

(c) The implied approval shall be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested. Notwithstanding the foregoing, project documents that were recorded prior to August

23, 2007, may provide for implied approval to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

## §777-a. HOUSING MERCHANT IMPLIED WARRANTY

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;
b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and
c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or
b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.
b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the

foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

**(Added L.1988, c.709, §1.)**

**HISTORICAL AND STATUTORY NOTES**

**Effective Date; Applicability. Section effective Mar. 1, 1989, and applicable to contracts of sale for new homes entered into on or after such date, pursuant to Section 3 of L.1988, c. 709, set out as a note under General Business Law § 777.**

**WEST'S McKINNEY'S FORMS**

**Notice of claim for breach of housing merchant implied warranty on sale of new home, see RPP Forms § 2:105A.**

**Complaint for breach of housing merchant implied warranty on sale of new home, see RPP forms § 2:105B.**

**Judgment in action for breach of housing merchant implied warranty on sale of new home, see RPP Forms § 2:105C.**

**The following forms appear in Selected Consolidated Laws under General Business Law § 777-a:**

**Implied warranty on sale of new home-notice of claim for breach of housing merchant warranty, see SCL, GEN BUS § 777-a, Form 1.**

**Implied warranty on sale of new home-complaint for breach of housing merchant warranty, see SCL, GEN BUS § 777-a, Form 2.**

**Implied warranty on sale of new home-judgment in action for breach of housing merchant warranty, see SCL, GEN BUS § 777-a, Form 3.**

## EXHIBIT A-1

## CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPAL PURSUANT TO SEC. 20.4(b) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A AS AMENDED

New York State Department of Law
Real Estate Financing Bureau
28 Liberty Street, 15th Floor
New York, NY 10005

RE: EASTONE PLAZA CONDOMINIUM
38-20 Parsons Boulevard
Flushing, NY 11354

Dear Sir/Madam:

The undersigned certifies as follows:

We are the Sponsor and the principals of Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have the primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereinafter by us to 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 the 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 representations or statements 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.

(SPONSORS)

EASTONE PARSONS HOLDING LLC

By: _____
Shun Qian Liu, Member

Principals of Sponsor:

_____
Shun Qian Liu

_____
Yong Qiu

_____
Binbin Huang

_____
Yi Hua Chen

Sworn to before me this
30th day of December, 2023

_____
NOTARY PUBLIC

YINGXIN LIAN
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
01LI6429725
MY COMMISSION EXPIRES 02/22/2026

**EXHIBIT A-2**

**CERTIFICATE OF ARCHITECT**

**PURSUANT TO Section 20.2 (c) (3) (i) (b)
OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED**

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 15th Floor
New York, NY 10005

RE: EASTONE PLAZA CONDOMINIUM
38-20 Parsons Boulevard
Flushing, NY 11354

Dear Sir/Madam:

The Sponsor of the Offering Plan for the condominium ownership of the captioned property retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications which we, STEPHEN B. JACOBS GROUP, PC, prepared and which are dated 03/21/2024 and prepared the Report dated 05/06/2024 a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report.

I am a licensed architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. I certify the Report does:

(i) set forth in narrative form the physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

(ii) in my professional opinion, afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided construction is in accordance with the plans and specifications that I 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;

(viii) does not contain any representation or statement which is false, where I: (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statements made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing the 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.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

By: Jennifer Cheuk, AIA

Seal

Sworn to before me this
9 day of MAY, 2024

NOTARY PUBLIC NY, NY

DOLORES SAWAN
Notary Public - State of New York
No. 01SA6343575
Qualified in New York County
My Comm. Expires June 13, 2024

REGISTERED ARCHITECT
JENNIFER CHEUK
030327
STATE OF NEW YORK

**EXHIBIT A-3**

**CERTIFICATION OF EXPERT**
**PURSUANT TO SECTION 20.4(d) and 22.2(c) (3) (i) (c)**
**OF THE REGULATIONS ISSUED PURSUANT TO**
**GENERAL BUSINESS LAW, ARTICLE 23-A**
**AS AMENDED**


***CLS PROFESSIONAL INC.***
***P.O. BOX 580338***
***Flushing, NY 11358***
***Tel: (718) 288-5827***
***Fax: (888) 635-2036***


New York State Department of Law
28 Liberty Street, 15th Floor
New York, NY 10005
Attention: Real Estate Financing Bureau

RE: EASTONE PARSONS CONDOMINIUM
38-20 Parsons Boulevard
Flushing, NY 11354

Dear Sir/Madam:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedules B and B-1 containing projections of income and expenses for the first year of condominium operation. My experience in this field includes managing residential and commercial real estate in New York City since 2006 with Brooklyn and Queens, being primary areas of concentration.

A representative list of other properties managed by the Managing Agent is as follows:

Woodhaven Tower, 60-70 Woodhaven Boulevard, Elmhurst, NY (48 Units)
Parsons Condominium, 38-30/34 Parsons Blvd, Flushing, NY (40 Units)
Britton Condominium, 82-01 Britton Avenue, Elmhurst, NY (88 Units)
East West Tower, 142-38 37th Avenue, Flushing, NY (104 Units).

I understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

I have reviewed the Schedules 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 also have relied on our experience in managing residential buildings.

I 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 certify that Schedule B does:

(i) set 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 facts;

(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) not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statements made.

I further certify that I am not owned or controlled by the Sponsor. I understand that a copy of this Certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

CLS Professional Inc.

By: _____
Vincent Lo, Manager

Sworn to before me this
24 day of January, 2024

_____
Notary Public

JONATHAN CHU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CH6434041
Qualified in Nassau County
My Commission Expires 05-31-2026

**EXHIBIT A-4**

**CERTIFICATION OF EXPERT**
**PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED**
**PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A AS AMENDED**


***CLS PROFESSIONAL INC.***
***P.O. BOX 580338***
***Flushing, NY 11358***
***Tel: (718) 288-5827***
***Fax: (888) 635-2036***


New York State Department of Law
28 Liberty Street, 15th Floor
New York, NY 10005
Attention: Real Estate Financing Bureau

RE: EASTONE PARSONS CONDOMINIUM
38-20 Parsons Boulevard
Flushing, NY 11354

Dear Sir/Madam:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedule B, which includes projections of common charges payable by the owners of the commercial units. My own experience in this field includes managing residential and commercial real estate in New York City with Brooklyn and Queens being primary areas of concentration; preparing annual budgets and financial reports for buildings; and early diagnosis of problems and preventative maintenance of buildings.

A representative list of other properties managed by the Managing Agent is as follows:

Woodhaven Tower, 60-70 Woodhaven Boulevard, Elmhurst, NY (48 Units)
Parsons Condominium, 38-30/34 Parsons Blvd, Flushing, NY (40 Units)
Britton Condominium, 82-01 Britton Avenue, Elmhurst, NY (88 Units)
East West Tower, 142-38 37th Avenue, Flushing, NY (104 Units).

I understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial units listed in Schedule B.

I have reviewed the Schedules as it impacts upon the commercial units and investigated the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on our experience in managing residential buildings.

I certify that the projections in Schedule B for common charges payable by the owners of commercial units appear reasonable and adequate under existing circumstances to meet the

anticipated operating expenses fairly attributable to such commercial units for the projected first year of the condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

I certify that the estimates in Schedule B for the common charges payable by the owners of the commercial units:

(i) set forth in detail the projected common charges for the commercial unit for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial 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 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 representations or statements made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan so that prospective purchasers may rely on it. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial units for the first year of operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

CLS Professional Inc.

By: _____
Vincent Lo, Manager

Sworn to before me this
24 day of January, 2024

_____
Notary Public

JONATHAN CHU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CH6434041
Qualified in Nassau County
My Commission Expires 05-31-2026