

**SECOND AMENDMENT
TO THE CONDOMINIUM OFFERING PLAN
FOR THE LA PERLA TERRACE CONDOMINIUM LOCATED AT 35-40 30TH
STREET, ASTORIA, NEW YORK**

The Offering Plan dated July 5, 2006 for condominium ownership of premises located at 35-40 30th Street, Astoria, New York,(the "Plan") is hereby amended by this Second Amendment as follows:

1. Annexed hereto is a revised Schedule B with certifications. The budgeted year has been updated to January 1, 2010. The contingency will heretofore be known as a Contingency/Reserve Fund. The Contingency/Reserve Fund is increased by this amendment to \$17,250.00. The Sections of the budget as amended are included in the amended Section H1 - "Notes to Schedule B" are as follows:

3. Electricity.

This item includes the cost of electricity for lighting the common areas. This is based upon a survey and estimate by Maurice Brezel, R.A.,1462 52nd Street, Brooklyn, NY 11219, and includes a 10% increase:

Estimated usage in KWH:	58,900	
Cost per KWH:	\$0.32	
	<hr/>	
Estimated total annual cost:		\$20,730.00

The cost of electricity to the units is separately metered and the charges therefor will be paid directly to the utility company by Unit Owners.

4. Franchise Taxes.

The budgeted item (\$1,000.00) is for annual New York State Franchise Taxes payable by the Condominium, this figure includes the minimum franchise taxes payable by the condominium association to both New York City and New York State taking into account any possible tax increases.

9. Contingency/Reserve Fund

This item is to provide for possible increases in one or more items of operating expense

above the amounts projected or for unanticipated expenses. The basis of the figure projected for this item is approximately ten percent (10%) of the entire budget. The budget may be modified from time to time prior to the commencement of, or during, condominium operation to add new items of expense or to increase one or more items of operating expense. The funds for such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense, or both. This fund can also be used as a reserve to pay for periodic capital replacements or repairs. At this time, the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation.

2. Part 2, Document Number 7, By-Laws, shall heretofore be amended as follows:

Article 7: "SELLING AND LEASING OF UNITS";

I. The By-laws shall be amended by amending the following sections of the By- Laws.

Section 7.1: Section 7.1. General. Any Unit Owner shall be free to sell or lease or to convey or transfer his or her Unit, together with its Appurtenant Interests, by sale, gift, lease, or to devise the same by will or to have the same pass by intestacy to persons or entities, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to all the provisions of this Declaration and By-Laws

II. The By-laws shall be amended by deleting the following sections from the By- Laws: Section 7.2. Right of First Refusal, Section 7.3 Acceptance of Offer, Section 7.4 Failure to accept Offer & Section 7.5 Termination of, and Exceptions to, the "Right of First Refusal" shall heretofore be removed from the offering plan, and the By-Laws of the declaration. Provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, all of the remaining terms and conditions of this Article 7.

III. Part 2, Document Number 7, By-Laws, shall be amended by adding the following: sections to the By- Laws.

Article 8: "MORTGAGING OF THE UNITS";

Section 8.5 Additional Rights of Mortgagee:

A. If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee such amendment may only be filed upon approval of 51% of all mortgagees.

B. In addition to any other notices provided for in the Declaration and By-Laws, Notices will be send to any mortgagee, by certified or registered mail return receipt requested, upon the happening of any of the following circumstances to either the building or to a mortgaged

unit:

1) In the event that either (i) the Building or any part thereof 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 is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), as described and in accordance with section 5.5 of the By-Laws: (iii) In addition to the notice thereto provided for herein, in the event of Casualty Loss or a Taking referred to in this subsection as described in section 5.5 of the By-Laws when applicable, no termination of condominium shall occur without the written consent and approval of 51% of all mortgagees.

2) In the event that any party whose unit or interest is mortgaged to a mortgagee defaults in performing any act or making any payment which is that party's responsibility hereunder, including common charges and or special assessments, for a period of sixty days after the obligation to pay, and said default is not cured within fifteen (15) days of written notice of said default.

3) If any insurance policies insuring the Building and all service machinery contained therein covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear may not be either cancelled, or be allowed to lapse, or substantially modified except upon at least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees.

4) If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee .

C. Notwithstanding the foregoing provisions in the event a mortgagee fails to respond to written notice within 60 days of said written notice, provided notice was delivered by certified or registered mail return receipt requested said silence shall be construed as an implied approval by an mortgagee.

3. The offering plan is hereby extended for the greater of an additional six (6) months from the date of the filing of this amendment or to twelve (12) months from the original filing date of the offering plan, whichever is longer.

4. There are currently no units under contract.

5. The address of the Sponsors attorney has changed. The new address is N.C. Caller P.C. 4309 13th Avenue Brooklyn, NY 11219.

6. Annexed hereto is a revised Schedule A which reflects the changes to common charges due to the above changes.

7. Other than as set forth above, there are no other material changes in the terms of this Offering Plan.

Dated: *September 23, 2009*

LA PERLA TERRACE DEVELOPERS, LLC
580 5th Avenue, Suite 1200
New York, NY 10036

H:\AMEND\2135-402 updating.wpd

SCHEDULE B

**Budget for First Year of
Condominium Operation**

**35-40 30th Street
Astoria, New York 11106**

Year Projected to Begin:
1-Jan-10

INCOME:

Common Charges: \$ 172,173

EXPENSES:

Salaries & Wages (1): \$ 30,277
Management (1): 10,000
Heating (2): -
Electricity (3): 20,730
Franchise taxes (4): 1,000
Water & sewer (5): 42,516
Repairs, services & supplies (6): 19,400
Insurance (7): 27,500
Legal fees (8): 2,000
Audit fees (8): 1,500
Contingency (9): 17,250

\$ 172,173

David Y. Rivlin
855 East 14th Street
Brooklyn, NY 11230

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

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

Re 35-40 30th Street
Astoria, New York
Condominium Offering Plan

To whom it may concern;

The sponsor of the condominium offering plan for the captioned property retained me to review Schedules B and B-1, containing projections of income and expenses for the first year of condominium operation. I have the following experience:

I have been engaged in the real estate business for over three (3) years in the State of New York, during which time I have been involved in the purchase, sale, and management of real property. My management experience includes the following residential/commercial buildings and/or condominiums/cooperatives: 545 West 162nd Street, New York, NY; 75 Fort Washington Ave., New York, NY; 98 Morningside Ave., New York, NY; 437 Manhattan Ave., New York, NY; 635 West 165th St., New York, NY.

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 Schedules B and B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. I have also relied on my experience in managing 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 the Schedules:

- (i) set forth in detail the projected income and expenses for the first year of condominium operation;

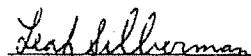
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
- (iii) do not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, 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) 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 statement 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.


David Rivlin

Affirmed before me this 8th day of September 2009


Notary Public

LEAH SILBERMAN
NOTARY PUBLIC, State of New York
No. 0000000000

**F. SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION
La Perla Terrace Condominium**

**35-40 30th Street
Astoria, New York 11106**

**Year Projected to Begin:
1/1/2010**

Unit No.	Location	Approx. Area (7)	No. of Rooms / Bathrooms (1)	Offering Price (2)*	Percent Common Interest (3)	Projected Monthly Common Charges (4)	Projected Real Estate Taxes (5)		Projected Real Estate Taxes (6)		Projected Real Estate Taxes (7)		Projected Monthly Carrying Charges with 421-a (8)	Projected Monthly Carrying Charges with 421-a (9)	Projected Monthly Tax Benefits (10)
							with 421-a (5)	with 421-a (6)	with 421-a (7)	with 421-a (8)	with 421-a (9)				
1A	1st Floor	1,230	3/2	\$738,000.00	1.952%	\$ 281.50	\$ 79.08	\$ 949.00	\$ 1,348.19	\$ 16,178.20	\$ 360.50	\$ 1,629.69	\$ 249.38	\$ 1,123.85	\$ 1,123.85
1B	1st Floor	850	2/1.5	510,000.00	1.353%	104.13	55.25	663.00	929.72	11,158.63	249.38	1,123.85	249.38	1,123.85	1,123.85
1C	1st Floor	460	1/1	276,000.00	0.735%	105.46	30.33	364.00	505.06	6,060.72	135.79	610.52	135.79	610.52	610.52
1D	1st Floor	460	1/1	276,000.00	0.735%	105.46	30.33	364.00	505.06	6,060.72	135.79	610.52	135.79	610.52	610.52
1E	1st Floor	850	2/1.5	510,000.00	1.353%	193.98	55.25	663.00	929.03	11,148.32	249.23	1,123.01	249.23	1,123.01	1,123.01
1F	1st Floor	1,250	3/2	750,000.00	1.952%	285.81	81.25	975.00	1,368.80	16,425.63	387.06	1,654.61	387.06	1,654.61	1,654.61
1G	1st Floor	880	2/2	528,000.00	1.400%	200.87	56.33	676.00	982.01	11,544.12	257.20	1,182.86	257.20	1,182.86	1,182.86
1H	1st Floor	1,440	3/2	864,000.00	2.292%	328.85	93.17	1,118.00	1,574.95	18,989.37	422.02	1,953.80	422.02	1,953.80	1,953.80
1J	1st Floor	670	2/1	402,000.00	1.055%	152.80	43.33	520.00	731.82	8,761.84	186.13	884.62	186.13	884.62	884.62
1K	1st Floor	850	2/1	510,000.00	1.353%	194.13	55.25	663.00	929.72	11,156.63	249.38	1,123.85	249.38	1,123.85	1,123.85
1L	1st Floor	1,110	3/2	696,000.00	1.771%	254.10	71.50	856.00	1,216.95	14,603.37	325.60	1,471.05	325.60	1,471.05	1,471.05
2A	2nd Floor	1,230	3/2	738,000.00	2.027%	290.83	82.33	988.00	1,392.86	16,714.30	373.16	1,683.69	373.16	1,683.69	1,683.69
2B	2nd Floor	850	2/1.5	510,000.00	1.402%	201.16	56.33	676.00	983.36	11,560.61	257.49	1,184.54	257.49	1,184.54	1,184.54
2C	2nd Floor	460	1/1	276,000.00	0.753%	108.04	30.33	364.00	517.43	6,209.15	138.37	625.47	138.37	625.47	625.47
2D	2nd Floor	460	1/1	276,000.00	0.753%	108.04	30.33	364.00	517.43	6,209.15	138.37	625.47	138.37	625.47	625.47
2E	2nd Floor	850	2/1.5	510,000.00	1.402%	201.16	56.33	676.00	983.36	11,560.61	257.49	1,184.54	257.49	1,184.54	1,184.54
2F	2nd Floor	1,250	3/2	750,000.00	2.058%	295.28	83.42	1,001.00	1,414.16	16,969.86	378.70	1,709.44	378.70	1,709.44	1,709.44
2G	2nd Floor	880	2/2	528,000.00	1.451%	208.19	58.50	702.00	1,025.12	11,964.72	266.69	1,205.25	266.69	1,205.25	1,205.25
2H	2nd Floor	1,440	3/2	864,000.00	2.385%	339.32	96.42	1,157.00	1,625.12	19,501.36	435.74	1,964.44	435.74	1,964.44	1,964.44
2J	2nd Floor	670	2/1	402,000.00	1.077%	158.83	44.42	533.00	760.68	9,128.16	203.25	919.51	203.25	919.51	919.51
2K	2nd Floor	850	2/1	510,000.00	1.402%	201.16	56.33	676.00	983.36	11,560.61	257.49	1,184.54	257.49	1,184.54	1,184.54
2L	2nd Floor	1,110	3/2	696,000.00	1.831%	262.71	74.75	897.00	1,259.18	15,088.12	337.48	1,520.89	337.48	1,520.89	1,520.89
2M	2nd Floor	840	2/2	504,000.00	1.390%	199.43	56.33	676.00	985.14	11,461.66	265.76	1,154.57	265.76	1,154.57	1,154.57
3A	3rd Floor	1,230	3/2	738,000.00	2.027%	290.83	82.33	988.00	1,392.86	16,714.30	373.16	1,683.69	373.16	1,683.69	1,683.69
3B	3rd Floor	850	2/1.5	510,000.00	1.402%	201.16	56.33	676.00	983.36	11,560.61	257.49	1,184.54	257.49	1,184.54	1,184.54
3C	3rd Floor	460	1/1	276,000.00	0.753%	108.04	30.33	364.00	517.43	6,209.15	138.37	625.47	138.37	625.47	625.47
3D	3rd Floor	460	1/1	276,000.00	0.753%	108.04	30.33	364.00	517.43	6,209.15	138.37	625.47	138.37	625.47	625.47
3E	3rd Floor	850	2/1.5	510,000.00	1.402%	201.16	56.33	676.00	983.36	11,560.61	257.49	1,184.54	257.49	1,184.54	1,184.54
3F	3rd Floor	1,250	3/2	750,000.00	2.058%	295.28	83.42	1,001.00	1,414.16	16,969.86	378.70	1,709.44	378.70	1,709.44	1,709.44

3G	3rd Floor	880	2/2	528,000.00	1.451%	208.19	58.50	702.00	997.06	11,964.72	286.69	1,205.25
3H	3rd Floor	1,440	3/2	864,000.00	2.365%	339.32	96.42	1,157.00	1,625.12	19,501.38	435.74	1,984.44
3J	3rd Floor	670	2/1	402,000.00	1.107%	158.83	44.42	533.00	760.68	8,128.16	203.25	919.51
3K	3rd Floor	850	2/1	510,000.00	1.402%	201.18	56.33	676.00	963.38	11,560.61	287.48	1,184.54
3L	3rd Floor	1,110	3/2	666,000.00	1.631%	262.71	74.75	897.00	1,258.18	15,098.12	337.46	1,520.89
3M	3rd Floor	840	2/2	504,000.00	1.380%	198.43	56.33	676.00	955.14	11,461.66	255.76	1,154.67
4A	4th Floor	1,230	3/2	738,000.00	2.027%	290.83	82.33	986.00	1,392.89	16,714.30	373.16	1,683.69
4B	4th Floor	850	2/1.5	510,000.00	1.402%	201.16	56.33	676.00	963.38	11,560.61	267.49	1,164.54
4C	4th Floor	460	1/1	276,000.00	0.753%	108.04	30.33	364.00	517.43	6,209.15	138.37	625.47
4D	4th Floor	460	1/1	276,000.00	0.753%	108.04	30.33	364.00	517.43	6,209.15	138.37	625.47
4E	4th Floor	850	2/1.5	510,000.00	1.402%	201.16	56.33	676.00	963.38	11,560.61	257.49	1,164.54
4F	4th Floor	1,250	3/2	750,000.00	2.058%	295.28	83.42	1,001.00	1,414.16	16,969.86	378.70	1,709.44
4G	4th Floor	880	2/2	528,000.00	1.451%	208.19	58.50	702.00	997.06	11,964.72	286.69	1,205.25
4H	4th Floor	1,440	3/2	864,000.00	2.365%	339.32	96.42	1,157.00	1,625.12	19,501.38	435.74	1,984.44
4J	4th Floor	670	2/1	402,000.00	1.107%	158.83	44.42	533.00	760.68	8,128.16	203.25	919.51
4K	4th Floor	850	2/1	510,000.00	1.402%	201.16	56.33	676.00	963.38	11,560.61	257.49	1,164.54
4L	4th Floor	1,110	3/2	666,000.00	1.631%	262.71	74.75	897.00	1,258.18	15,098.12	337.46	1,520.89
4M	4th Floor	880	2/2	528,000.00	1.451%	208.19	58.50	702.00	997.06	11,964.72	286.69	1,205.25
5A	5th Floor	1,230	3/2	738,000.00	2.027%	290.83	82.33	986.00	1,392.89	16,714.30	373.16	1,683.69
5B	5th Floor	850	2/1.5	510,000.00	1.402%	201.16	56.33	676.00	963.38	11,560.61	257.49	1,164.54
5C	5th Floor	460	1/1	276,000.00	0.753%	108.04	30.33	364.00	517.43	6,209.15	138.37	625.47
5D	5th Floor	460	1/1	276,000.00	0.753%	108.04	30.33	364.00	517.43	6,209.15	138.37	625.47
5E	5th Floor	850	2/1.5	510,000.00	1.402%	201.16	56.33	676.00	963.38	11,560.61	257.49	1,164.54
5F	5th Floor	1,250	3/2	750,000.00	2.058%	295.28	83.42	1,001.00	1,414.16	16,969.86	378.70	1,709.44
5G	5th Floor	880	2/2	528,000.00	1.451%	208.19	58.50	702.00	997.06	11,964.72	286.69	1,205.25
5H	5th Floor	1,440	3/2	864,000.00	2.365%	339.32	96.42	1,157.00	1,625.12	19,501.38	435.74	1,984.44
5J	5th Floor	687	2/1	402,000.00	1.107%	158.83	44.42	533.00	760.68	8,128.16	203.25	919.51

All units on the second through sixth floors, besides studios, are allocated balconies, which are limited common to their respective units. See the floor Plans. Sixth floor units are allocated roof space, which are limited common to their respective units. See the Floor Plans.

At closing, each Purchaser shall deposit an initial Capital Payment equal to four months' estimated monthly common charges for the unit. See Section "Working Capital Fund." Estimated individual heating and electric costs are set forth in Schedule B-1.

**F. SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION**

La Perla Terrace Condominium

**35-40 30th Street
Astoria, New York 11106**

**Year Projected to Begin:
1/1/2010**

Unit No.	Location	Approx. Area	No. of Rooms / Bathrooms	Offering Price (3)*	Percent Common Interest (3)	Projected Monthly Common Charges (4)	Projected Real Estate Taxes with 421-a (5)	Projected Real Estate Taxes with 421-a Tax Benefits (Annual) (5)	Projected Real Estate Taxes with 421-a Tax Benefits (Monthly) (5)	Projected Real Estate Taxes with 421-a Tax Benefits (Annual) (5)	Projected Monthly Carrying Charges with 421-s (6)	Projected Monthly Carrying Charges with 421-a Tax Benefits (6)
5K	5th Floor	869	2/1	510,000.00	1.402%	201.16	66.33	676.00	603.38	11,560.61	257.49	1,184.54
5L	5th Floor	1,134	3/2	666,000.00	1.831%	282.71	74.75	697.00	1,258.18	15,098.12	337.40	1,520.89
5M	5th Floor	864	2/2	504,000.00	1.390%	189.43	56.33	678.00	955.14	11,481.66	255.78	1,154.57
6A	6th Floor	1,328	4/2	624,000.00	1.924%	276.05	78.00	936.00	1,322.08	15,864.82	354.05	1,588.13
6B	6th Floor	1,274	2 1/2	522,000.00	1.740%	249.65	70.42	845.00	1,195.64	14,347.89	320.07	1,445.29
6C	6th Floor	1,311	4/2	630,000.00	1.920%	275.46	78.00	936.00	1,318.33	15,831.94	353.48	1,594.81
Partition Units												
SCP1	Sub-cellar	89	---	\$30,000.00	0.114%	\$	4.33	52.00	78.34	940.02	20.89	84.70
SCP2	Sub-cellar	84	---	26,000.00	0.109%	15.64	4.33	52.00	74.90	888.85	19.97	80.54
SCP3	Sub-cellar	89	---	30,000.00	0.114%	16.36	4.33	52.00	78.34	940.02	20.89	84.70
SCP4	Sub-cellar	81	---	28,000.00	0.104%	14.92	4.33	52.00	71.46	857.56	19.25	86.38
SCP5	Sub-cellar	76	---	26,000.00	0.097%	13.92	4.33	52.00	66.66	789.90	18.25	80.58
SCP6	Sub-cellar	81	---	28,000.00	0.104%	14.92	4.33	52.00	71.46	857.56	19.25	86.38
SCP7	Sub-cellar	80	---	27,000.00	0.102%	14.63	4.33	52.00	70.09	841.07	18.98	84.72
SCP8	Sub-cellar	80	---	27,000.00	0.102%	14.63	4.33	52.00	70.09	841.07	18.98	84.72
SCP9	Sub-cellar	80	---	27,000.00	0.102%	14.63	4.33	52.00	70.09	841.07	18.98	84.72
SCP10	Sub-cellar	87	---	30,000.00	0.112%	16.07	4.33	52.00	76.96	923.53	20.40	83.03
SCP11	Sub-cellar	76	---	26,000.00	0.097%	13.92	4.33	52.00	66.66	789.90	18.25	80.58
SCP12	Sub-cellar	78	---	27,000.00	0.100%	14.35	4.33	52.00	68.72	824.58	18.68	83.07
SCP13	Sub-cellar	75	---	26,000.00	0.095%	14.06	4.33	52.00	67.34	808.09	18.39	81.40
SCP14	Sub-cellar	81	---	27,000.00	0.102%	14.63	4.33	52.00	70.09	841.07	18.98	84.72
SCP15	Sub-cellar	73	---	25,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25
SCP16	Sub-cellar	73	---	25,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25
SCP17	Sub-cellar	73	---	25,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25
SCP18	Sub-cellar	73	---	25,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25
SCP19	Sub-cellar	83	---	21,000.00	0.080%	11.48	3.25	39.00	54.97	659.66	14.73	66.45
SCP20	Sub-cellar	88	---	23,000.00	0.087%	12.48	3.25	39.00	59.79	717.45	15.73	72.27
SCP21	Sub-cellar	78	---	27,000.00	0.100%	14.35	4.33	52.00	68.72	824.58	18.68	83.07

SCP22	Sub-cellar	76	---	27,000.00	0.100%	14.35	4.33	52.00	68.72	824.58	18.68	83.07
SCP23	Sub-cellar	71	---	24,000.00	0.081%	13.08	3.25	39.00	62.54	750.43	16.31	75.60
SCP24	Sub-cellar	69	---	23,000.00	0.087%	12.48	3.25	39.00	59.79	717.45	15.73	72.27
SCP25	Sub-cellar	77	---	26,000.00	0.098%	14.06	4.33	52.00	67.34	808.09	18.39	81.40
SCP26	Sub-cellar	82	---	32,000.00	0.119%	17.07	4.33	52.00	81.78	981.31	21.40	98.65
SCP27	Sub-cellar	86	---	30,000.00	0.112%	16.07	4.33	52.00	76.96	923.53	20.40	93.03
SCP28	Sub-cellar	83	---	32,000.00	0.119%	17.07	4.33	52.00	76.96	923.53	20.40	93.03
SCP29	Sub-cellar	83	---	37,000.00	0.135%	19.80	5.42	65.00	94.83	1,137.92	25.22	114.63
SCP30	Sub-cellar	108	---	27,000.00	0.102%	14.63	4.33	52.00	70.08	841.07	18.86	84.72
SCP31	Sub-cellar	81	---	26,000.00	0.095%	14.06	4.33	52.00	67.34	808.09	18.39	81.40
CP1	Cellar	77	---	27,000.00	0.100%	14.35	4.33	52.00	68.72	824.58	18.68	83.07
CP2	Cellar	78	---	28,000.00	0.105%	15.07	4.33	52.00	72.16	865.87	19.40	87.23
CP3	Cellar	83	---	30,000.00	0.113%	16.21	4.33	52.00	77.65	931.84	20.54	93.66
CP4	Cellar	89	---	29,000.00	0.108%	15.50	4.33	52.00	74.21	890.55	19.83	89.71
CP5	Cellar	84	---	30,000.00	0.113%	16.21	4.33	52.00	77.65	931.84	20.54	93.66
CP6	Cellar	81	---	28,000.00	0.104%	14.92	4.33	52.00	71.46	857.56	19.25	86.38
CP7	Cellar	81	---	26,000.00	0.097%	13.92	4.33	52.00	68.66	799.80	18.25	80.58
CP8	Cellar	76	---	28,000.00	0.104%	14.92	4.33	52.00	71.46	857.56	19.25	86.38
CP9	Cellar	81	---	26,000.00	0.104%	14.92	4.33	52.00	71.46	857.56	19.25	86.38
CP10	Cellar	81	---	27,000.00	0.102%	14.63	4.33	52.00	70.09	841.07	18.96	84.72
CP11	Cellar	80	---	27,000.00	0.102%	14.63	4.33	52.00	70.09	841.07	18.96	84.72
CP12	Cellar	87	---	30,000.00	0.112%	16.07	4.33	52.00	76.96	923.53	20.40	93.03
CP13	Cellar	76	---	26,000.00	0.097%	13.92	4.33	52.00	68.66	799.80	18.25	80.58
CP14	Cellar	76	---	27,000.00	0.100%	14.35	4.33	52.00	68.72	824.58	18.68	83.07
CP15	Cellar	78	---	27,000.00	0.100%	14.35	4.33	52.00	68.72	824.58	18.68	83.07
CP16	Cellar	75	---	26,000.00	0.096%	13.77	4.33	52.00	65.97	781.60	16.10	79.74
CP17	Cellar	73	---	26,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25
CP18	Cellar	73	---	26,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25
CP19	Cellar	73	---	25,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25
CP20	Cellar	73	---	25,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25
CP21	Cellar	73	---	25,000.00	0.093%	13.34	3.25	39.00	63.91	766.92	16.59	77.25

At closing, each Purchaser shall deposit an Initial Capital Payment equal to four months' estimated monthly common charges for the unit. See Section "Working Capital Fund."

Estimated individual heating and electric costs are set forth in Schedule B-1.

All units on the second through sixth floors, besides studios, are allocated balconies, which are limited common to their respective units. See the floor Plans. Sixth floor units are allocated roof space, which are limited common to their respective units. See the Floor Plans.

**F. SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION**

La Perla Terrace Condominium

35-40 30th Street
Astoria, New York 11106

Year Projected to Begin:
1/1/2010

Unit No.	Location	Approx. Area	No. of Rooms / Bathrooms	Offering Price (2)*	Percent Common Interest (3)	Projected Monthly Common Charges (4)	Projected Real Estate Taxes with 421-a (Monthly) (5)	Projected Real Estate Taxes with 421-a (Annual) (5)	Projected Real Estate Taxes with 421-a (Monthly) (5)	Projected Real Estate Taxes with 421-a (Annual) (5)	Projected Monthly Carrying Charges with 421-a (6)	Projected Monthly Carrying Charges with 421-a (6)	Projected Monthly Carrying Charges with 421-a (6)
CP22	Cellar	78	---	\$27,000.00	0.100%	14.35	4.33	52.00	68.72	824.58	18.68	83.07	83.07
CP23	Cellar	78	---	27,000.00	0.100%	14.35	4.33	52.00	68.72	824.58	18.68	83.07	83.07
CP24	Cellar	71	---	24,000.00	0.091%	13.06	3.25	38.00	62.54	750.43	16.31	75.60	75.60
CP25	Cellar	88	---	23,000.00	0.087%	12.48	3.26	39.00	58.79	717.45	15.73	72.27	72.27
CP26	Cellar	77	---	26,000.00	0.098%	14.06	4.33	52.00	67.34	808.09	18.39	81.40	81.40
CP27	Cellar	92	---	32,000.00	0.119%	17.07	4.33	52.00	81.78	981.31	21.40	98.65	98.65
CP28	Cellar	88	---	30,000.00	0.112%	16.07	4.33	52.00	78.88	923.53	20.40	93.03	93.03
CP29	Cellar	88	---	30,000.00	0.112%	16.07	4.33	52.00	78.88	923.53	20.40	93.03	93.03
CP30	Cellar	93	---	32,000.00	0.119%	17.07	4.33	52.00	81.78	981.31	21.40	98.65	98.65
CP31	Cellar	108	---	37,000.00	0.138%	19.80	5.42	65.00	94.83	1,137.92	25.22	114.63	114.63
CP32	Cellar	81	---	27,000.00	0.102%	14.63	4.33	52.00	70.08	841.07	18.86	84.72	84.72
CP33	Cellar	81	---	27,000.00	0.102%	14.63	4.33	52.00	70.08	841.07	18.86	84.72	84.72
62 Residential Units /		62,787		\$35,725,000.00	100.000%	\$14,347.80	\$4,047.12	\$48,588.00	\$68,715.41	\$904,941.65	\$18,394.92	\$53,063.21	\$53,063.21
64 Pending Units For Sale													

All units on the second through sixth floors, besides studios, are allocated balconies, which are limited common to their respective units. See the floor plans. Sixth floor units are allocated roof space, which are limited common to their respective units. See the floor plans.

At closing, each Purchaser shall deposit an initial capital payment equal to four months' estimated monthly common charges for the unit. See Section "Working Capital Fund." Estimated individual heating and electric costs are set forth in Schedule B-1.