

CONDOMINIUM OFFERING PLAN
146 NORTHERN CONDOMINIUM

35-20 146th Street
Flushing, NY 11354

30 Residential Units.....	\$19,253,400
One Retail Unit.....	\$ 969,000
One Office Unit.....	\$1,220,000
One Community Facility 1 st Floor.....	\$ 886,500
One Community Facility 2 nd Floor	\$3,334,000
One Parking Unit consisting of 30 parking spaces	\$ N/A
Total Amount of Offering	\$23,473,900

NAME & ADDRESS OF
SPONSOR & SELLING AGENT
146 NORTHERN LLC
141-18 Cherry Avenue, 1A
Flushing, NY 11355

Date of Acceptance for Filing: _____

Plan may not be used after _____ unless amended.

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.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER PLAN CONSUMMATION, THERE IS NO COMMITMENT TO SELL MORE UNITS THAN THE 15% NECESSARY TO DECLARE THE PLAN EFFECTIVE, AND OWNER-OCCUPANTS MAY NEVER GAIN EFFECTIVE CONTROL AND MANAGEMENT OF THE CONDOMINIUM. 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.) THE BY-LAWS DO NOT REQUIRE THAT A MAJORITY OF THE BOARD OF MANAGERS BE OWNER-OCCUPANTS WHO ARE UNRELATED TO SPONSOR AFTER SPONSOR RELINQUISHES CONTROL OF THE BOARD. 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. The Sponsor is reserving the unlimited right to rent units. Because Sponsor is not limiting conditions under which it will rent rather than sell units after consummation of the plan, there is no commitment to sell more units than the 15% necessary to declare the plan effective, and owner-occupants may never gain effective control and management of the condominium. The by-laws do not require that a majority of the board of managers be owner-occupants who are unrelated to sponsor after sponsor relinquishes control of the board. Purchasers for their own occupancy may never gain control of the board of managers. Owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on management of the condominium. See sections titled, “*Introduction*” and “*Rights and Obligations of Sponsor*”.

2. Sponsor has decided not to apply for a partial tax exemption for the residential units and therefore, real estate taxes will be substantially higher than those assessed on a comparable condominium unit with a partial tax exemption. See section titled “*Real Estate Taxes and the Tax Status of the Condominium*.”

3. This Offering Plan provides that **time is of the essence** for Purchaser to cure any default under the Purchase Agreement within the applicable grace period of thirty (30) days. **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. For example, if the Sponsor gives a notice to cure a default, the Purchaser has a grace period of 30 days to cure the default. And if Purchaser fails to cure within said 30-day grace period, then Sponsor may cancel this agreement and Purchaser may lose their downpayment. If the default is cured by Purchaser within said 30-day grace period, then the Sponsor shall close on this transaction. 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. Sponsor shall make a written demand for payment after default at least 30 days before forfeiture of the deposit is declared. For further discussion, please see the section titled “*Procedure to Purchase*.”

4. 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 votes for Units representing greater than fifty percent (50%) of the Common Interest. Sponsor will relinquish voting control of the Board of Managers if Sponsor and Sponsor-designees constitute a minority of less than fifty (50%) percent of the votes, or from two years from the date of the first unit closing, whichever occurs first. After the expiration of the sponsor control period, Sponsor shall not utilize its voting power to elect a majority of the board members. See section titled “*Control by Sponsor*.”

5. This Offering Plan provides that until Sponsor and Sponsor-designees convey title to units representing seventy-five percent (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; (iii) to remedy any work order by an insurer; or (iv) any matter affecting the health and safety of the occupants of the building. 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.*”

6. Purchaser’s obligation to purchase his Unit is not contingent on securing financing, unless Purchaser and Sponsor execute a Mortgage Financing Addendum. 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 75% of the purchase price has the right to a Purchase Agreement containing a Mortgage Financing Addendum. Sponsor has no discretion to refuse a Mortgage Financing Addendum provided that a Purchaser’s loan does not exceed 75% of the price. For Purchasers who execute a Mortgage Financing Addendum, the Purchase Agreement shall be conditioned upon issuance, on or before 45 days from fully executed contract, of a written commitment from any Institutional Lender pursuant to which the Lender agrees to make a first mortgage loan not to exceed 75% of the Purchase Price. 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.

7. Deposits in excess of \$250,000.00 will not be federally insured in excess of \$250,000.00. 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. See section titled “*Procedure to Purchase.*”

8. Sponsor may, at any time before and/or after the Declaration is recorded, 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 at any time, 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. 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. 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 "*Rights and Obligations of Sponsor*."

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 5 units), offered under the plan. Purchasers need not occupy the Units they purchase. The Sponsor must amend the Offering Plan if the Sponsor decides to offer less than the current number of Units or withhold one or more units for its own use. 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 purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of building be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 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 apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor requirements. See section titled "*Rights and Obligations of Sponsor*".

10. As indicated, Sponsor has decided not to apply for a partial tax exemption for the residential units and therefore, real estate taxes will be substantially higher than those assessed on a comparable condominium unit with a partial tax exemption. See section titled "*Real Estate Taxes and the Tax Status of the Condominium*." As Sponsor will not be seeking a 421-a(16) partial tax exemption, and there is no requirement of owner occupancy. Sponsor has the right to make bulk sales of Units and to sell any Unit to a Purchaser who does not intend to occupy same, but intends to lease such Unit to others. Purchasers are not required to occupy the units they purchase. If Sponsor makes a bulk sale of all or some of its unsold units, the Purchaser becomes transferee successor sponsor and is bound by Sponsor's representations regarding its commitment to sell units. Members of the Board of Managers are not required to be owner-occupants. See section titled "*Rights and Obligations of Sponsor*".

11. The commercial portion of the building will be seeking Industrial & Commercial Abatement Program ("ICAP") benefits for the commercial 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 fifteen 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 fifteen year abatement with inflation protection, taxes benefits are phased out incrementally in 20% increments in years 10 to 15. Inflation protection ceases after the 13th year after commencement of benefits. In order to preserve ICAP benefits, commercial unit 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*”.

PURCHASERS ARE ADVISED THAT WHILE SPONSOR WILL APPLY FOR ICAP BENEFITS, THERE IS NO GUARANTEE THAT THE ICAP BENEFITS WILL BE APPROVED OR OBTAINED, OR THE LENGTH OF BENEFITS, AND PURCHASERS WILL NOT BE ENTITLED TO ANY RECISSION IN THE EVENT ICAP BENEFITS ARE NOT OBTAINED.

12. The Purchase Agreement under this Offering Plan provides that Purchasers are required to pay the NYS and NYC Transfer taxes. The Sponsor is transferring to the Purchaser the statutory obligation to pay New York City and New York State Real property Transfer Taxes. New York State Real Property Transfer Taxes are assessed at 4/10th 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:

- (a) an additional .25% on consideration paid between \$2,000,000 but less than \$3,000,000
- (b) an additional .50% on consideration paid between \$3,000,000 but less than \$5,000,000
- (c) an additional 1.25% on consideration paid between \$5,000,000 but less than \$10,000,000
- (d) an additional 2.25% on consideration paid between \$10,000,000 but less than \$15,000,000
- (e) an additional 2.50% on consideration paid between \$15,000,000 but less than \$20,000,000
- (f) an additional 2.75% on consideration paid between \$20,000,000 but less than \$25,000,000
- (g) an additional 2.90% on consideration paid between \$25,000,000 or greater.

Transfer taxes are not additional consideration for the purposes of calculating NYS and NYC Transfer taxes.

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 a further discussion, see the section entitled “*Closing Costs and Adjustments*.”

13. 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.*"

14. The square footage of the units is 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. Each unit is measured from the face of stud or masonry walls between units, the inside face of all exterior walls, the inside face of study or masonry walls separating units or common elements, and the face of concrete slab or plywood of unit floors and the inside face of joists of unit ceilings. See section titled "*Notes to Schedule A.*"

15. 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. See section titled "*Rights and Obligations of Sponsor.*"

Purchasers 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.

16. 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*”.

17. A person who takes possession prior to closing assumes the risk of loss not covered by insurance. See section titled “*Rights and Obligations of Unit Owners and Board of Managers*.”

18. The Sponsor anticipates that the first closing of a unit will occur by January 1, 2023. 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, 2023, 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, 2023, 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*.”

19. Sponsor has construction financing through Lakeland Bank located at 250 Oak Ridge Road, Oak Ridge, NJ 07458. The lender requires a minimum payment of 90% of the sales price or 125% of the appraised value until the loan is fully repaid. There is no minimum number or percentage of units that must be under contract before the plan can be declared effective. There are no limits or requirements by the lender that relate to the rental or sale of units. See section titled “*Introduction*”.

20. First Property Investment, LLC an affiliate of Sponsor, will, for two years, manage the building at a charge of \$35,000 per year, which is a market rate charge for the management of a building of this size. First Property Management LLC has over ten years of experience in the management of comparable or larger condominium buildings in the Queens area. During the two year period of time that Sponsor controls the Board, Sponsor can effectively prevent the hiring of a new managing agent. See section titled “*Management Agreement*”.

21. 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*”.

22. The Housing Merchant Implied Warranty (Section 777-a of the New York General Business Law) does not apply to this Offering. However, Sponsor will provide the same warranties as are extended under the Housing Merchant implied warranty. 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; 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 six years from and after the warranty date the home will be free from material defects. No limitations are placed on this warranty by Sponsor. 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. For a further information, please read the text of the Statute included in Part II of this offering see section titled "*Rights and Obligations of Sponsor*".

23. The By-Laws contain an arbitration provision; hence any dispute between a unit owner and the Condominium (other than those relating to common charges and assessments) will be resolved through arbitration or a court proceeding without a jury trial. The decision in 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. See *By-Laws*, section 10.

24. 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. The Community Facility Unit has uninhabitable cellar space as shown in the Floorplans attached in Part II of the Offering Plan. For a further discussion, see section titled "*Description of Property and Specifications*" and "*Floorplans*".

25. The Board of Managers has a right of first refusal when a Unit owner wishes to sell his/her Unit. The Board will notify the Unit Owner of its intention to exercise its right of first refusal with respect to the sale and/or leasing 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. See section titled "*Rights and Obligations of Unit Owners and the Board of Managers*."

26. 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. See section titled "*Opinions of Counsel*".

27. 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.*”

28. Sponsor will provide a refrigerator, range/stove, range hood and washer dryer. Sponsor will not be providing a dish washer. There are no other appliances included in the Unit. See section titled “*Description of Property*”.

29. It is anticipated that the community facility unit will be used as a child care or adult day care facility. Other possible uses are a nonprofit organization, medical facilities, noncommercial recreational centers, community centers, clubs and organizations and houses of worship. The retail space will be used for a retail store, and the office unit will be used for general office use such as accountant’s office. The Community Facility Units may not be subdivided. The Community Facility Units may not be used for any purposes that run contrary to the Certificate of Occupancy, or any use that would require a new or amended Certificate of Occupancy, or any of the following:

- 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
- a clinic, or other facility for drug rehabilitation or treatment center
- 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 dating or escort service
- 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

For greater details, see section titled, “*Description of Property and Improvements*”

30. The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction is complete. See section titled, "*Schedule A*"

31. Parking Space1 has been designated as a handicapped parking space and will be the last parking space leased if it has not previously been leased to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The lease of Parking Space 1 and any subsequent transfer of it is subject to the following covenants and restrictions: 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 a parking space, said unit owner has the right to demand that the Lessee of the Parking Space1 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 Lessee of Parking Space 1 lease it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the lease 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 1 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 1 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. For greater details, see section titled "*By-Laws*".

32. 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. Owner occupants and non-resident owners, including sponsor may have inherent conflicts on how the condominium shall be managed because of their different reasons for purchasing, ie. purchase as a home as opposed to an investment. For greater details, see section titled "*Board of Managers*".

33. Any uncured default under the purchase agreement would constitute a default under the Interim Lease. Any uncured default under the lease would constitute a default under the purchase agreement. For greater details, see section titled, "*Interim Lease*".

34. 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 leash. 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. For greater details, see section titled “By-Laws”

35. The Sponsor may rent any off-street parking spaces to non-residents of the building, for periods of not less than one week and not more than one month. All off-street parking spaces shall be made available to residents within 30 days after written request made to the Sponsor by such resident. For greater details, see section titled, “*Description of Property and Improvements*”.

36. 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. For greater details, see section titled, “*Terms of Sale*”.

37. The building does not qualify for special tax treatment under Section 528 of the Internal Revenue Code. In order to qualify under Section 528 of the Internal Revenue Code, at least 80% of the total square footage of all Units are used by individuals for residential purposes. In this building, the total commercial space square footage is approximately 12,346 square feet. As this condominium has a total square footage of 37,713 square feet, the commercial spaces comprises approximately 32.74% of the building; therefore the residential square footage cannot meet the 80% requirement and as such this building does not qualify under Section 528. For greater details, see section titled, “*Real Estate Taxes & Tax Status Of Condominium*”

38. The Sponsor affiliate must manage the Condominium even if the Sponsor no longer controls the Board. For greater details, see section titled, “*Management Agreement*”.

39. The Condominium will have one part-time porter and one full-time custodian. The Custodian will not be a union employee. The full-time custodian will service the building for a salary of \$50,000 annually. The part time porter who will not be a union member and will be compensated at a wage that meets state minimum wage laws. The porter’s duties are limited to cleaning and taking out the trash and these duties are expected to take no more than 20 hours per week, 85 hours per month. The porter will service the building for \$24,000 annually. This level of wages meet state minimum wage laws. The Custodian shall perform routine maintenance and have knowledge of the building systems such that he may notify the proper authorities or emergency services in the event of an emergency that endangers persons or property.

Condominium unit owners are considered resident owners and are responsible for providing for adequate janitorial services in their multiple dwelling buildings; at the Board of Managers and Unit Owners’ discretion, this may including providing the services themselves and hiring a competent janitor or superintendent to assist them (see *Hatcher v. Board of Managers of 421 W 23rd St. Condo.* 2007 NY Slip Op 3750, 39 AD3d 436, 835 NYS2d 112 (App. Div.) and

Hatcher v. Bd. Of Managers, 12 Misc.3d 78 at 80, 819 N.Y.S.2d 374 [2006]). Should the Condominium hire its own custodian, then common charges will increase.

40. There is no requirement that Unit Owners must be owner occupants; they can investors who rent the units. Since the Plan provides that the Sponsor may rent units and sell to Purchasers who are investors and do not intend to occupy the unit, it is possible that the combined percent interest of common elements of units owned by Sponsor and/or investors who do not occupy the units may exceed 51%. Therefore, those Purchasers who are Owner-occupants may never control the Board. Purchasers who purchase for their own occupancy will share the condominium with Purchasers who are investors and owners who do not live in their units. As such, it is possible that Purchasers who purchase for their own occupancy may never gain control of the Board.

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 35-20 146th Street, 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 146 Northern LLC, a New York Limited Liability Company, with an address at 141-18 Cherry Avenue, #1A, Flushing, NY 11355. The Sponsor acquired title to the property on October 28, 2015. Prior to Sponsor acquiring the property, the property was an occupied 2-Family Dwelling.

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 6 floors and a cellar. Thirty (30) residential units, one retail, one office unit, and two community facility units and one parking unit consisting of 30 attended parking spaces are being offered for sale. The parking attendant shall be an employee of the parking unit owner. As the owner of the parking unit is responsible for providing the parking attendant, there is no need to make a line item for the parking attendant in the budget.

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 Class 1B construction. Type 1 Construction requires certain building elements be comprised of non-combustible materials. Those include the primary structural frame, the interior and exterior bearing walls, floor construction and secondary members, and roof construction and secondary members. The building is built under NB application permit number 421250620-01-NB. The Building will contain a lobby vestibule, thirty (30) residential units located on 3rd to 6th Floors, one (1) retail store unit, one (1) commercial office unit and one

(1) community facility unit located on the First Floor, one (1) community facility unit located on the 2nd Floor, and the Cellar will have one commercial parking unit consisting of thirty (30) individual parking spaces. The cellar will also contain refuse compactor room, elevator machine room, janitor room, parking attendant booth and common space for utilities room of the building. There are also fifteen (15) bicycle parking spaces in Cellar floor. Prices of the Units are set forth on Schedule A of the Plan. According to Sponsor's Architect, the building is approximately 90% complete, and its estimated completion date is on or about January 1, 2023. It is expected that condominium operations will commence on or about January 1, 2023.

3. The Units:

The 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. 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), 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 residential units; however, the sponsor reserves the unconditional right to rent residential units, after plan consummation. Sponsor has construction financing with Lakeland Bank located at 250 Oak Ridge Road, Oak Ridge, New Jersey 07458. The lender imposes a requirement that 90% of the sales price or 125% of the appraised value be repaid with each sale (whichever is more) but has no requirement regarding the minimum number or percentage of units that must be under contract before the plan can be declared effective. There are no limits or requirements by the lender that relate to the rental or sale of units.

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, 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 Owner can sell or lease the Unit to anyone subject only to a right of first refusal by the Board of Managers of the Condominium to purchase such Unit at the same price and on the same terms such Unit Owner has been offered. However, Unit Owner can sell or lease their interest in their Unit to their Family Members or their Affiliates, as the case may be, without being subject to the right of first refusal. In the event of a proposed sale or lease, the Unit Owner shall give the Board of Managers (i) written notice of his or her intention to sell or lease the Unit and whether the purchaser or lessee is a Family Member or Affiliate, (ii) a fully executed copy of the contract of sale or lease, and (iii) a fee to the Board of Managers and/or Managing Agent to cover reasonable legal and other expenses in connection with the sale or lease of the Unit. The Board will notify the Unit Owner of its intention to exercise its right of first refusal with respect to the sale and/or leasing 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 sale or lease of a Unit owned by Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor, shall be exempt from such right of first refusal and from the notification and fee requirements. This right of first refusal is further described in the section titled "*Rights and Obligations of Board of Managers and Summary of By-Laws.*"

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.

The following units have Balconies: 3A, 3C, 3E, 3G, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 6A, 6C, and 6D. The following units have Terraces: 3B, 3D, 3F, 3H, 6B, 6E and 6F. 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 further discussion, see section titled "*Description of Property and Specifications*".

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. Owner occupants and non-resident owners, including sponsor may have inherent conflicts on how

the condominium shall be managed because of their different reasons for purchasing, ie, purchase as a home as opposed to an investment.

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.*"

There is one common gas meter for the purpose of cooking, and gas is included in common charges. Electricity supplied to each Unit used for utilities, heat, hot water and air conditioning shall be individually metered. All charges for electricity consumed or used in each unit shall be payable directly to the utility company.

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, Declaration, 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.

The building will have one parking unit consisting of 30 attended parking spaces. The parking spaces will be offered for lease first to residents of the condominium on a first-come first-serve basis. Should any parking spaces remain after being first offered to residents, those parking spaces may be rented to non-residents for periods not exceeding 30 days. Parking Space #2 has been designed as the handicapped parking space. 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 1 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 lessee of Parking Space 1 lease it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of lease to the parking spaces, reasonable attorney fees shall be borne by the party requesting the transfer. The lessee of Parking Space 1 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 1 then the parties agree to submit the matter to binding arbitration in accordance with Article 10 of the By-Laws of the condominium.

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, are able to cast votes for units constituting more than fifty (50%) percent of the common interests. Sponsor will relinquish voting control of the Board of Managers if Sponsor and Sponsor-designees cast votes for units constituting less than fifty (50%) percent of the common interests, 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 seventy-five percent (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 twenty-five percent (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.

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.

6. Bicycle Spaces

There is a bicycle rack that can accommodate 15 bicycles provided in the cellar floor by the elevator lobby per zoning regulations. The bike storage area is fenced up with full height steel fencing with a lockable gate. The bike rack provided is a grid single sided power coated steel rack. The individual bike owner will be provided with access keys to the gate by the Sponsor or the Board of Managers. The individual bike owner will lock his or her bike on the rack with their own individual bike lock for security.

CERTAIN DEFINITIONS:

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 146 Northern Condominium constructed or being constructed at 35-20 146th Street, 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 as 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.

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 Chang H. Tan, R.A. 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 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.
Managing Agent	- Refers to the Board of Managers of 146 Northern 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: (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.
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	- 146 Northern LLC with an office at 141-18 Cherry Avenue, #1A, Flushing, NY 11355.
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	- 146 Northern LLC, a New York Limited Liability Company with an office at 141-18 Cherry Avenue, #1A, Flushing, NY 11355
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.
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 30 residential units 1 community facility, 1 retail one office and 30 parking units (all of which are offered for sale) defined and located on floors numbered one (1) through six (6) 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. |

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS:

1. The Property:

The Property consists of thirty (30) residential units, two (2) community facility units, one (1) retail unit, one (1) office unit and one parking unit consisting of thirty attended parking spaces in the cellar. It is a newly constructed building consisting of six (6) floors. It was acquired by the Sponsor on October 28, 2015. Previously, the property was a two-family dwelling. A detailed description of the property with specifications prepared by Chang H. Tan, R.A. is included in Part II of the Offering Plan.

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, 2023, with condominium operations to commence on or about January 1, 2023.

The Property has a ground area of approximately 8,750 square feet. It is located on the north side of 146th Street. It consists of approximately 87.5 feet of frontage along the north side of 146th Street and the depth of the property is approximately 100 feet. No roads are being constructed by the Sponsor. It is designated as Tax Lot 39 in Block 5003 of the Borough of Queens on the Tax Map of the City of New York. Prior to construction, the lot was improved by an occupied two-family dwellings.

2. The Building:

Sponsor is constructing the Building, which will contain six (6) floors and a cellar. Portions of the first floor will be used as a residential lobby. The Building will contain thirty residential apartments, two community facility units, one retail unit, one commercial office and one parking unit consisting of thirty attended parking spaces in the Cellar, which will be located on floors numbered one (1) through six (6) and cellar. The cellar will also contain refuse compactor room, elevator machine room, janitor room, parking attendant booth and common space for utilities room of the building. There are also fifteen (15) bicycle parking spaces in Cellar floor.

The main entrance to the Building is at the First Floor level which fronts onto 146th Street. The mail will be delivered to mail boxes on the front of the building. Deliveries will be made through the main entrance.

Water is furnished by the City of New York Water Distribution System and is charged to the condominium owners in common. One common water meter is provided for the building. The Sponsor reserves the right to install sub water meter where the condominium board will bill each unit accordingly. The entire sanitary waste will be discharged from the building to an existing 10" private sanitary sewer system in 146th Street, currently maintained by New York City

Department of Environmental Protection. The entire storm water drainage of site will be discharged to a retention system installed in cellar under the floor slabs.

The Building will be heated by individual electric powered Heating Cooling Ventilating and Air Conditioning Units. Electricity supplied by Con Edison to each Unit shall be individually metered and billed. A separate electric meter is provided for common spaces.

Natural gas service will be provided by Con Edison Company. Natural gas service is metered to each unit for cooking purposes. There is one (1) gas meter total in the building. The gas meter is located in the cellar meter room. The gas piping is to be threaded black iron. The 1" high pressure gas service piping is to be threaded black iron.

All charges for electricity consumed or used in the Common Areas and for gas used in the common areas and water shall be collected by and payable to, the Board of Managers or its agent, as and when billed as part of Common Charges.

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 with 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.

Each residential unit has a laundry closet provided with electric stacked-up laundry equipment. The dryer exhaust ventilation is ducted through roof terminates at exterior with goosenecks. There is no laundry room in the building.

There are fifteen bicycle parking stalls provided in the cellar floor by the elevator lobby per zoning regulations. The bike storage area is fenced up with full height steel fencing with lockable gate. The bike rack provided is Grid single sided power coated steel rack. The individual bike owner will be provided with access keys to gate by the sponsor. The individual bike owner will lock his or her bike on the rack with special bike lock for security.

There is a package storage room provided in the residential lobby next to the elevator of the building.

3. The Units:

The floors in the Units will be hardwood, with ceramic tile in the kitchen. The bathroom floors and the area around the bathtubs in a Unit will be ceramic tile and the bathroom sink will be vitreous china or its equivalent.

Each kitchen in a Unit will be ceramic tiles, cabinets and counters, a range, refrigerator, washer and dryer as set forth in greater detail in the section titled "*Description of Property and Specifications.*"

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.

The Community Facility Units may not be subdivided. The Community Facility Units may not be used for any purposes that run contrary to the Certificate of Occupancy, or any use that would require a new or amended Certificate of Occupancy, or any of the following:

- 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
- a clinic, or other facility for drug rehabilitation or treatment center
- 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 dating or escort service
- 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

4. Intercommunications and Door Signals Systems, Security:

There is a video communication intercom system provided, including interlock system, which controls the main entrance from each unit. The intercom system is by "A-phone" model #GF-1C7 or equal with a manufacturer warranty of one year. There will be security closed circuit TV install in the building. There will be cameras installed surrounding the exterior of the building including common areas of the building. There is FIOS cable TV wiring installed for each condominium unit located in the living and bedrooms. The tenants will responsible for the service obtain from the cable company. There will be no master antennae installed in the building.

5. Parking:

The Condominium has one commercial parking unit consisting of thirty attended Parking spaces. Parking Space 1 has been designated as a handicapped parking space and will be the last parking space leased if it has not previously been leased to a purchaser who themselves or a member of their family has a vehicle with handicapped plates.

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 1 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 lessee of Parking Space 1 lease it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of lease to the parking spaces, reasonable attorney fees shall be borne by the party requesting the transfer. The lessee of Parking Space 1 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 1 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.

6. Recreation Facilities:

There is an outdoor recreation space provided on the roof at the north side of the building. The floor of the outdoor recreation space is anti-slip outdoor rubber tiles. The size of the facility is approximately 700.0 sq.-ft. The fencing of the outdoor recreation space is 3'-6" high made of galvanized steel and has a minimum dimension of 15'-0" wide. There are three low energy wall mounted lighting fixtures provided for the recreation space. There will be no equipment provided in the outdoor space by the Sponsor. The recreational facilities may be used by unit owners for recreational activities such as reading and sitting, provided it does not cause undue noise or become a nuisance on other unit owners.

7. Bicycle Spaces

There are fifteen bicycle parking stalls provided in the cellar floor by the elevator lobby per zoning regulations. The bike storage area is fenced up with full height steel fencing with

lockable gate. The bike rack provided is Grid single sided power coated steel rack. The individual bike owner will be provided with access keys to gate by the sponsor. The individual bike owner will lock his or her bike on the rack with special bike lock for security.

8. Package Storage Room

The custodian will have the key to the package room, and will be able to access the package storage room to retrieve packages for unit owners.

LOCATION AND AREA INFORMATION:

The property is located in the Borough of Queens, Queens County, New York in the Flushing area. The property is located within walking distance from Northern Boulevard, and the 7 subway lines located on Main Street (0.4 miles away), as well as the Q13 and Q28 bus line.

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 retail businesses and office buildings.

Closest Public Schools are PS 23 (0.4 mile); IS237 (1.4 miles) and Flushing High School (0.1 miles).

Nearest park is Leavitts Park (0.7 miles). The nearest library is the at Main Street & Kissena Boulevard (6 blocks).

Nearest hospital and medical facilities are Flushing Hospital Medical Center (0.9 Miles) and Elmhurst Hospital Center D1 (0.9 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.

The property is located within an C1-2 zoning district in R6 and R7, Map 10c of the New York City Zoning Resolution dated 1961 as amended on May 2001. In an C1-2 zoning district residential and community facility uses are permitted.

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 no adjoining areas that are undeveloped.

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.

[illegible]

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 industry standard of the New York City Building Code. The floor plans are included in the plan in Part II. It is a special risk that, the gross 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. Each unit is measured from the face of stud or masonry walls between units, the inside face of all exterior walls, the inside face of study or masonry walls separating units or common elements, and the face of concrete slab or plywood of unit floors and the inside face of joists of unit ceilings.

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 is unable to approximate the total amounts which will be incurred by Purchasers because these will vary according to such factors as the cost and size of a particular Unit, whether mortgage financing is 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.

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%.

A decrease in a unit’s area of 5% or less will not affect purchasers obligations unless such decrease is determined to be a material change. An area that is diminished by 5% or less is not material but this is a rebuttable presumption.

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, 2023, 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.

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. See section titled “*Opinions of Counsel*”.

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. The real estate taxes are based on an aggregate projected assessed valuation of the premises for the 2022/2023 tax year of \$1,780,910. The tax liability from January 1, 2023 to December 31, 2023 is estimated at \$378,894 assuming the condominium has no 421-a/ICAP benefits, and \$284,5423 assuming only ICAP abatement. The tax rate used to calculate projected real estate taxes is 12.267%. The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Once construction is complete, a building is usually reassessed, 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 should be aware that real estate taxes may increase materially when the building is reassessed after construction is complete.

This fiscal year involves two Dept. of Finance (“DOF” fiscal periods: 2022/2023 (ie. January 1, 2023 to June 30, 2023) and 2023/2024 (ie. July 1, 2023 to December 31, 2023). Because the first year of condominium operations from January 1, 2023 to December 31, 2023 includes two fiscal years (22/23 and 23/24), the taxes are estimated as follows:

PERIOD (a/k/a Tax Quarter)	Total Taxes for entire fiscal year	Tax Rate	% of Total Period (% of the year)	Tax for that Period
1/01/2023 – 3/31/2023	\$378,894	12.267%	25%	\$94,723.50
4/01/2023 – 6/30/2023	\$378,894	12.267%	25%	\$94,723.50
7/01/2023 – 9/30/2023	\$390,261*	12.267%	25%	\$97,565.25
10/1/2023 – 12/31/2023	\$390,261*	12.267%	25%	\$97,565.25
TOTAL				\$384,577.50

* We are estimating a 3% increase of the assessed value of the Building, and that the tax rate will remain the same at 12.235%.

The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. 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, 2023 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.

On March 31, 2019, New York State announced additions to the base real estate transfer tax ("transfer tax") and established a new supplemental tax ("supplemental tax") on certain conveyances of real property within New York State. These amended tax rates apply only to conveyances of real property in cities with a population of 1 million or more (which includes only New York City as of the date of this guidance document). The additional transfer tax applies only to conveyances of residential real property² when the consideration for the conveyance is \$3 million or more, and conveyances of any other property when the consideration for the conveyance is \$2 million or more. The new supplemental tax applies only to conveyances of residential real property when the consideration for the conveyance is \$2 million or more.

The additional transfer tax and new supplemental tax apply to all applicable transfers occurring after July 1, 2019. However, transfers made pursuant to a binding agreement entered into on or before April 1, 2019 (as confirmed by independent evidence such as a recording of the contract or payment of a deposit) and closing after July 1, 2019 will not be subject to the amended tax rates.

The Purchase Agreement under this Offering Plan provides that Purchasers are required to pay the NYS and NYC Transfer taxes. New York State Real Property Transfer Taxes are assessed at 4/10th 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:

- (a) an additional .25% on consideration paid between \$2,000,000 but less than \$3,000,000
- (b) an additional .50% on consideration paid between \$3,000,000 but less than \$5,000,000
- (c) an additional 1.25% on consideration paid between \$5,000,000 but less than \$10,000,000
- (d) an additional 2.25% on consideration paid between \$10,000,000 but less than \$15,000,000
- (e) an additional 2.50% on consideration paid between \$15,000,000 but less than \$20,000,000
- (f) an additional 2.75% on consideration paid between \$20,000,000 but less than \$25,000,000
- (g) 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.

The transfer taxes are not additional consideration for the purposes of calculating NYS and NYC transfer taxes.

The Sponsor will NOT be applying for tax exemption benefits under the new “Affordable New York” 421-a program enacted April 10, 2017. Therefore taxes for the residential units will be substantially higher than they would be in a comparable condominium unit with a 421-a partial tax exemption. The commercial portion of the building will be seeking Industrial & Commercial Abatement Program (“ICAP”) benefits for the commercial 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 fifteen 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 fifteen year abatement with inflation protection, taxes benefits are phased out incrementally in 20% increments in years 10 to 15. Inflation protection ceases after the 13th year after commencement of benefits. In order to preserve ICAP benefits, commercial unit 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 assessed valuation after completion of improvement is estimated to be \$1,780,910.

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. It is a special risk that the Condominium may not receive real estate tax benefits.

The Sponsor is not offering or procuring mortgage financing. For those Purchasers obtaining financing, the Purchaser’s debt service will be an additional expense. The condominium unit’s carrying charges do not include certain costs for which the unit owner is responsible such as repairs to the interior of the unit, separately metered gas, electricity, hot water, heat, air conditioning and cable television service. As the unit owners individually pay for heat and hot water costs, they should refer to schedule B-1 for individual carrying charges.

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. See section titled “*Opinion of Counsel*.”

PROJECTED FOR FIRST YEAR OF CONDOMINIUM OPERATION
SCHEDULE B
BEGINNING January 1, 2023 to December 31, 2023

Common Charges	\$188,402
Labor	\$74,000
Heating (set forth in electric)	\$0
Electric	\$13,500
Water & Sewer	\$43,600
Repair & Maintenance	\$3,600
Legal & Audit	\$4,000
Insurance	\$17,842
Management	\$35,000
Contingency	\$2,400
Miscellaneous	\$9,960
Reserve Fund	\$19,000
Taxes	\$5,000
Elevator	\$10,500
Total	\$238,402

Note: This projected budget includes expenses for community facility unit, the office unit and the retail unit. 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.

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: (\$ 238,402)

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

2. Labor: (\$ 74,000)

The Condominium will have one part-time porter and one full-time custodian. The Custodian will not be a union employee. The full-time custodian will service the building for a salary of \$50,000 annually. This level of wages meet state minimum wage laws. The Custodian shall perform routine maintenance and have knowledge of the building systems such that he may notify the proper authorities or emergency services in the event of an emergency that endangers persons or property.

The part time porter who will not be a union member and will be compensated at a wage that meets state minimum wage laws. The porter's duties are limited to cleaning and taking out the trash and these duties are expected to take no more than 20 hours per week, 85 hours per month. The porter will service the building for \$24,000 annually. This level of wages meet state minimum wage laws. This porter lives within one block of the building and serves other buildings managed by First Property Investment LLC a Sponsor affiliate that will serve as initial managing agent.

The Custodian shall work 40 hours per week, Monday through Friday, and he lives within 2 blocks of the condominium and services other buildings managed by First Property Investment LLC, which is an affiliate of Sponsor. The part time porter shall work 20 hours per week, Saturday and Sunday. These hours and days of work ensure that at least either the Custodian or Porter will be available on-site in case of emergencies.

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) Condominium unit owners are considered resident owners and are responsible for providing for adequate janitorial services in their multiple dwelling buildings; at the Board of Managers and Unit Owners' discretion, this may including providing the services themselves and hiring a competent janitor or superintendent to assist them (see *Hatcher v. Board of Managers of 421 W 23rd St. Condo.* 2007 NY Slip Op 3750, 39 AD3d 436, 835 NYS2d 112 (App. Div.) and *Hatcher v. Bd. Of Managers*, 12 Misc.3d 78 at 80, 819 N.Y.S.2d 374 [2006]). However, as the Condominium will have a full-time custodian and part-time porter, it is not expected that residents will be required to perform any services themselves.

This cost shall cover the anticipated salary, Workers' Compensation, Disability Insurance, FICA, unemployment insurance, and City and Federal payroll taxes of the custodian and part-time porter. The cost of these benefits are as follows:

Worker's Compensation	\$ 2,100
Disability Insurance	\$ 1,000
Unemployment Insurance	\$ 1,080
Federal Payroll Taxes	\$ 3,740
State and City payroll taxes	\$ 1,600
FICA	\$ 4,625

3. Heating and Hot Water: (\$0)

Heat and hot water for the Units are paid for by individual unit owners. See Schedule B-1 for individual heating and hot water charges. Electric heat for the common areas is included in the budget item for electricity.

4. Utilities (Gas & Electric): (\$13,500)

This includes common area electric and electric heat for the common areas. It assumes usage in kilowatt hours per year itemized below at a rate of \$.27 per kilowatt hour. It is based on a projection by Chang H. Tan based on rates in effect on December 12, 2022. This projection includes sales taxes and a 10% inflation factor. Mr. Tan's estimate includes the following assumptions spelled out in his report, included herein after schedule B-1.

ESTIMATED COMMON CORE CHARGES (APPROX. 13,477 SQ.-FT.)

Estimated Electric Consumption/Charges (for building)

Lighting, Pumps, Fans, Hot Water Heaters = 45800 KWH/annum $45800 \times \$0.27 =$
\$12366.00

Passenger = 3145 KWH/annum $3145 \times \$0.27 =$ \$849.15

Heating Common Area = 754 KWH/annum $754 \times \$0.27 =$ \$203.58

Total: \$13,418.73 per annum

Electric Charges: \$13,418.73 per year = 1,118.23 per month

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.

Hot water through individual high efficiency electric hot water tanks is paid for by the individual unit owners.

5. Water and Sewer: (\$43,600)

This figure is based upon the water and sewer metered formula provided by the City of New York based on the rates in effect on December 12, 2022. This formula is based upon the number of families, tubs/shower stalls, toilets, and hose bibs. The charge for sewer frontage is based on 159% of the water charge. The estimate for water and sewer charges ranges for all usage is \$43,600. It is based on a projection by Chang H. Tan, RA, of Tan Architect, with offices located on 194-02 Northern Boulevard, Flushing, NY based on rates in effect on December 12, 2022. The

figures are based on projected water and sewer usage for 30 residential units and 4 commercial units offered. This projection includes sales taxes and a 10% inflation factor. Mr. Tan's assumptions as spelled out in his report are as follows:

Estimated Commercial & Residential Water Consumption/Charges (for building)

1. 2,888,100gallons = 3,861 HCF/year x \$4.39/HCF.....\$16,949.79/year

Estimated Residential Sewer Consumption/Charges (for building)

2. 2,888,100gallons = 3,861 HCF/year x \$6.89/HCF.....\$26,602.29/year

Total Water Costs: \$16,949.79+ \$26,602.29 = \$43,552.08 per year = \$3,629.34/month

6. Repairs and Maintenance: (\$3,400)

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 December 5, 2020. 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: (\$4,000)

The legal and accounting expenses are for legal consultation, accounting and auditing. The accounting quotation is based on a fee quotation of \$2,400 from Wei, Wei & Co., 133-10 39th Avenue, Flushing, NY 11354 dated January 25, 2021. \$1,000 is budgeted for legal services 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) , taking no more than 4 hours to complete. The accounting expense covers the preparation of certified financials for the 1st year of operation. The accountant is not affiliated with the Sponsor or the principals of the Sponsor.

8. Insurance: (\$17,842)

The Condominium must have public liability property insurance at closing. The budgeted amount for insurance, provided by WM Insurance, 133-18 39th Avenue, Flushing, NY 11354 is for the following coverage's and is based upon premium costs from January 1, 2023 to December 31, 2023.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Building, All Risk	\$2,500,000
\$1,000.00 deductible	

Comprehensive General Liability	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
Deductible	\$1,000 per occurrence

Fire Damage legal liability	\$50,000.00
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Bodily Injury/Property Damage
Combined Single Limit

Directors & Officers Liability Not Included
Each Occurrence

Total Premium of the above is estimated at \$17,842 as of January 25, 2021.

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: (\$ 35,000)

Sponsor has designated B Square Realty, to manage the building for the first year at a charge of \$35,000 annually. The \$35,000 management fee is the prevailing rate for comparable new constructions in the Queens County area. Because of Sponsor control during the Sponsor control period (two years or until 50% of the units are sold, 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 Sponsor's control period. For further description, please see the section titled "*Management Agreement.*"

10. Contingency: (\$2,500)

The contingency, which is about 1.5% of the annual budget, represents a fund for unanticipated operational expenses. 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 December 5, 2020.

11. Elevator: (\$9,600)

This is based on the experience of B Square Realty in the management of buildings with the same elevator systems.

12. Reserve Fund (\$19,000)

The reserve fund, which is approximately Ten per cent (10%) of the budget, provides a fund for possible capital expenses not included in the projected budget. If additional funds are 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. 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. It is a special risk that the reserve fund may not be sufficient to cover the costs of capital replacements within the first five years of condominium operations, and that common charges will increase and/or a special assessment may be imposed.

13. Taxes (\$5,000)

As this Condominium does not qualify for tax exempt status under Section 528 of the Internal Revenue Code, the Condominium has allocated \$5,000 for any potential tax liabilities. It is anticipated that the condominium's tax liabilities will be nominal because any revenue gained by the condominium will be offset by comparable expenses and depreciation, and therefore will not be a net profit that can be taxed. The Condominium expects this to be sufficient to cover potential tax liabilities incurred by the Condominium, as supported by the estimate from Kenny Du, CPA, dated June 6, 2022.

14. Miscellaneous: (\$9,960)

The material components of this expense are as follows:

Telephone	\$1,440
Cleaning Supplies	\$2,400
Fire Alarm	\$1,800
Sprinkler	\$4,320

A Contingency Fund, which is approximately one percent (1%) of the budget, provides money for possible expenses not included in the projected budget or possible increases in one or more categories of operating expense beyond the projected amounts. 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.

As there is no 421-a application there are no expenses in connection therewith and no provision in the budget for any such expenses.

At the First Unit Closing, Sponsor and the Board of Managers will apportion various items of operating income and expenses. If as a result of these apportionment's the net credit is in favor of Sponsor, such amount shall be paid by the Board of Managers, pursuant to a promissory note by the Board of Managers to Sponsor bearing no interest. The promissory note shall be paid by

applying the one month's common charge paid by each Purchaser, at the closing of title to each respective Unit, as a contribution to working capital. Sponsor is hereby authorized to endorse the Working Capital Contribution checks payable to the Board of Managers over to Sponsor and to apply such payments to the promissory note without any further action of the Board of Managers. Adjustments to the prepaid expenses between the Sponsor and the Board of Managers may be deducted only from the Working Capital Fund, not the Contingency Fund. Because of this method of payment, these payments are not included in this projected budget, although they represent, in effect, payment of certain expenses reflected in this projected budget that have been prepaid by Sponsor. In the event that the funds in the contingency reserve 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 promissory note is not paid off by the first anniversary of the First Unit Closing, then the Sponsor may deduct the balance of the promissory note to offset any common charges that the Sponsor would be required to pay for units that the Sponsor still owns. If the Sponsor does not own any units at that time, then Sponsor will waive the balance of the promissory note. For further description, please see the section titled "*Closing Costs and Adjustments.*"

IN THE OPINION OF THE BUDGET EXPERT, HANG DONG ZHANG of B SQUARE REALTY 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, 2023. 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 from January 1, 2023 to December 31, 2023

The average yearly charge for electricity and gas for all Residential and Community Facility Units has been estimated by Chang H. Tan on rates in effect on December 12, 2022. This projection includes sales taxes and a 10% inflation factor.

The energy costs estimated for individual units are summarized below:

**ESTIMATED RETAIL STORES, OFFICES, COMMUNITY FACILITY AND APARTMENT
YEARLY GAS AND ELECTRIC COSTS**

A.) Retail Store C1 (1,938.0 sq.-ft.)

Gas usage

Heating 475 Therms per annum

475 Therms/year x \$1.91/ Therm = \$907.25 per year = \$75.60 per month

Electric usage

Lighting 3545 KWH/annum 3545 x \$0.27 = \$957

Air Conditioning/Equip 9666 KWH/annum 9666 x \$0.27 = \$2610

Total: \$3567 per annum

Electric Charges: \$3,567.00 per year = 297.25 per month

B.) Office B1 – (2,383.0 sq.-ft.)

Gas usage

Heating 555 Therms per annum

555 Therms/year x \$1.91/ Therm = \$1,060.05 per year = \$88.34 per month

Electric usage

Lighting 4186 KWH/annum 4186 x \$0.27 = \$1130.22

Air conditioning/Equip 11402 KWH/annum 11402 x \$0.27 = \$3078.54

Total: \$4208.76 per annum

Electric Charges: \$4,208.76 per year = 350.73 per month

C.) Community Facility CF1 – (2,091 sq.-ft.)

Gas usage

Heating 555 Therms per annum

555 Therms/year x \$1.91/ Therm = \$1,060.05 per year = \$88.34 per month

Electric usage

Lighting 4186 KWH/annum 4186 x \$0.27 = \$1130.22

Air conditioning/Equip 11402 KWH/annum 11402 x \$0.27 = \$3078.54

Total: \$4208.76 per annum

Electric Charges: \$4,208.76 per year = 350.73 per month

D.) Community Facility CF2 – (5,934 sq.-ft.)

Gas usage

Heating 1496 Therms per annum

1496 Therms/year x \$1.91/ Therm = \$2,857.36 per year = \$238.11 per month

Electric usage

Lighting	11670 KWH/annum	11670 x \$0.27 = \$3150.90
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Passenger Elevator	3145 KWH/annum	3145 x \$0.27= \$849.15
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Air conditioning/Equip	32196 KWH/annum	32196 x \$0.27 = \$8692.92
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Total:		\$12692.97 per annum
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Electric Charges: \$12,692.97 per year = 1,057.75 per month

E.) Apartment 3A, 3B, 3C, 3E, 3G, 3H, 4A, 4B, 4G, 4H, 5A, 5B, 5G, 5H, 6A, 6F One-Bedroom (approx. 567.0 sq.-ft.)

Electric usage

Lighting & Appliances	1877 KWH/annum	1877 x \$0.27 = \$507
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Heating & Air conditioning	6635 KWH/annum	6635 x \$0.27 = \$1791
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Total:		\$2298 per annum
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Electric Charges: \$2,298.00 per year = 191.50 per month

F.) Apartment 3F, 4C, 4F, 5C, 5F, 6D – One Bedroom (approx. 490.0 sq.-ft.)

Electric usage

Lighting & Appliances	1622 KWH/annum	1622 x \$0.27 = \$438
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Heating & Air conditioning	5734 KWH/annum	5734 x \$0.27 = \$1548
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Total:		\$1986 per annum
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Electric Charges: \$1,986.00 = 165.50 per month

G.) Apartment 3D, 4D, 4E, 5D, 5E, 6B, 6C, 6E - Two Bedroom (approx. 700.0 sq.-ft., 829.0 sq.-ft.)

Electric usage

Lighting & Appliances	2317 KWH/annum	2317 x \$0.27 = \$626
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Heating & Air conditioning	8191 KWH/annum	8191 x \$0.27 = \$2212
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Total:		\$2838 per annum
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Electric Charges: \$2,838.00 = 236.50 per month

H.) Attended Parking in cellar

Electric usage

Lighting, minor Heating	2000 KWH/annum	2000 x \$0.27 = \$540
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Electric car chargers	1000 KWH/annum	1000 x \$0.27 = \$270
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Parking Lift & gate	6000 KWH/annum	6000 x \$0.27 = \$1620
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Total:		\$2430 per annum
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Electric Charges: \$2,430.00 = 202.50 per month

Usage Details:

The following parameters used to determine the utility usages:

1. Indoor design temperature = 70 degrees F

2. Winter outdoor design temperature = 7 degrees F
3. Ground temperature = 50 degrees F
4. Normal heating season of 5500 degree days per year
5. Efficiencies of gas heat pump and water heaters = 75%
6. Insulation Factors:
 - a. Roof 'R' value = 25
 - b. Wall 'R' value = 13 & 17
 - c. Glass 'R' value = 1.45 double insulated glass, thermal barrier type windows
 - d. 8'-2" ceiling height
7. One common gas meter for the purpose of cooking, hot water and heat of each residential unit together with hot water for community facility spaces, offices and retail store space.
8. Each dwelling unit has its own electric meter for lighting and equipment.
9. Common site electric meter includes common area interior lighting, building entrance lighting, garage gate and lighting, common areas electric heating, exhaust booster fans, booster pumps, sewer ejector pumps and running elevators.
10. Individual electric meter for lighting and equipment for attended parking garage, community facility spaces, offices and retail store space.
11. One-bedroom apartments assume occupancy of two persons, two-bedroom three persons. Total number of residential occupancy assumed for building 68 persons. Estimate number of persons in retail store, offices and school in full capacity is 335 persons.
12. Elevator assumptions:
 - i. 3 trips per person per day, 40second per trips
 - ii. 120 watts of lighting in elevator
 - iii. 30 watts for elevator controls, 10 HP elevator motor
13. Apartment cooking based on two meals a day.
14. Residential water usage estimated at 80 gallons of water per day per person.
15. Commercial, offices and community facilities water usage estimated at 10 gallons of water per day per person.
16. 365 days in a year.

**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

September 5, 2022

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

RE: 146 Northern Condominium
35-20 146th Street
Flushing, NY 11355

Dear Sir/Madam:

I am a licensed attorney in the state of New York. I was admitted to practice in New York and have been continuously engaged in the practice law here since 1982. A large part of my practice involves creation of condominiums and regulatory and enforcement matters concerning 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”. For this condominium, the only factor considered is proportionate floor space.

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

RETAIL OFFICE & COMMUNITY FACILITY UNITS

The common charges payable by the community facility unit owner are sufficient to cover expenses fairly attributable to such unit. The proposed use of the Community facility Unit is as a community facility space, such as a medical office or for day care center. The retail unit may be used for any retail use. The office unit may be used for any office use. The method for projecting the share of expenses attributable to the Community facility Unit is based on the ratio of the total square footage of all units divided by the square footage of the commercial units taking into consideration the location, etc. as authorized by RPL 339-i(1)(iv)

The retail, office and community facility unit owners have certain rights or other obligations, which differ from those of residential unit owners. The said owners may not reside in the unit, and they may only be used for the uses set forth in their certificate of occupancy. They cannot be used for other uses without the written consent of the Board of Managers. The said unit owners may not subdivide the units without the written consent of the Board of Managers and without compliance with all applicable laws. As a significant portion of this condominium is comprised of commercial space, the condominium shall have five seats on the Board of Managers, one of which shall be reserved for owners of commercial units.

This difference in rights and obligation of the retail office and community facility unit owner will not have a material adverse impact on the Condominium.

The Community Facility Units may not be subdivided. The Community Facility Units may not be used for any purposes that run contrary to the Certificate of Occupancy, or any use that would require a new or amended Certificate of Occupancy, or any of the following:

- 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
- a clinic, or other facility for drug rehabilitation or treatment center
- 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 dating or escort service
- 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

The Purchaser of the Parking Unit must provide a parking attendant. The parking attendant shall be an employee of the parking unit owner. As the owner of the parking unit is responsible for providing the parking attendant, there is no need to make a line item for the parking attendant in the budget. If the Sponsor owns the parking unit, the Sponsor will provide a parking attendant at no charge to the condominium until the Parking Unit is sold, at which time the new owner of the parking unit will be responsible for providing the attendant.

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 substantially 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.

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.

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

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 , with an address at 123-40 83rd Avenue, 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 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 Boulevard, 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 146 Northern 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, 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.

3. Right of Rescission

Purchasers will be afforded the right, which must be exercised within fifteen (15) 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 15 day period, or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the 15 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.

This Offering Plan provides that **time is of the essence** for Purchaser to cure any default under the Purchase Agreement within the applicable grace period. **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. 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. Sponsor shall make a written demand for payment after default at least 30 days before forfeiture of the deposit is declared.

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 on no less than 30 days notice 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.

4. Mortgage Financing Contingency:

There is a financing contingency permitted under this Offering Plan. Thus, 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 75% 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. 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. If Purchaser acts in good faith and Lender revokes the commitment after the contingency period expires, performance is excused.

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. For greater details, see section titled, "*Mortgage Addendum*" in Part II of the Offering Plan.

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 146 NORTHERN LLC or (ii) UNENDORSED TELLER'S OR CASHIER'S CHECK PAYABLE TO THE ORDER OF 146 NORTHERN 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.

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 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.

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:

A Purchaser will be responsible for losses not covered by Sponsor's insurance. Prior to the first closing, the entire building will be insured by Sponsor and after the first closing the entire building will be insured by the condominium.

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. A person who takes possession prior to closing assumes the risk of loss not covered by insurance. In the event of casualty or loss to the Unit prior to Closing and if the Purchaser has not taken possession of the unit, the Sponsor will have the option of restoring the unit. Sponsor will notify Purchaser within 10 business days of any casualty or damage whether Sponsor will restore the Unit. If Sponsor elects to restore the Unit, Sponsor shall be permitted reasonable time not exceeding 60 days to restore the Unit. If Sponsor elects not to restore the Unit, Sponsor shall provide written notice to Purchaser, upon which the Purchase Agreement will be deemed cancelled and Sponsor shall refund the downpayment to Purchaser within 30 days of the written notice.

PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR AN INSURANCE AGENT AS TO PURCHASER'S INSURANCE NEEDS.

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 do not materially differ from the Floor Plans and the terms of the Plan.

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. No material changes may be made without the consent of the impacted purchasers. 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. Nothing contained herein shall diminish or impair the sponsor's statutory obligation to each purchaser pursuant to *GBL section 352-h* to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such purchaser. Consummation of the plan does not relieve sponsor of its obligations pursuant to *GBL section 352-h*. Funds from the escrow account remain the property of the purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the sponsor or the escrow agent upon any bankruptcy, incapacity or death.

13. The Purchaser must sign a Unit Owner’s Power of Attorney to the Board of Managers of the Condominium, either as a pre-condition to closing or to be returned within 30 days after the closing to the Selling Agent or the Sponsor. In the event the Purchaser fails to do so, a lien may be placed on the Unit.

14. 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).

ASSIGNMENT OF PURCHASE AGREEMENTS

No Purchase Agreement is assignable without Sponsor's prior written consent. Consent to assignment will not be withheld on the basis of age, sex, marital status, gender or sexual orientation or based on any other matter prohibited by law. There will be no additional charge to Purchaser for an assignment request.

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 six (6) Units, which represents a minimum of at least fifteen (15%) percent of the 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 twenty-eight (28) 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 the First Unit Closing 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 is 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.

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 The 146 Northern Condominium.

(s) The closing will take place only concurrently 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.

Sponsor shall convey each unit free and clear of all liens, encumbrances, and title exceptions at closing. The Sponsor is building the project with its own financing.

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

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.

**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) 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 4/10th 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 real 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: (a). 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; (c). an additional 1.25% on consideration paid between \$5,000,000 but less than \$10,000,000 (d) an additional 2.25% on consideration paid between \$10,000,000 but less than \$15,000,000 (e). an additional 2.50% on consideration paid between \$15,000,000 but less than \$20,000,000; (f). an additional 2.75% on consideration paid between \$20,000,000 but less than \$25,000,000 (g). 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. Purchaser is paying the Sponsor's transfer tax, a statutory obligation of the sponsor. 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.

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.

On March 31, 2019, New York State announced additions to the base real estate transfer tax ("transfer tax") and established a new supplemental tax ("supplemental tax") on certain conveyances of real property within New York State. These amended tax rates apply only to conveyances of real property in cities with a population of 1 million or more (which includes only New York City as of the date of this guidance document). The additional transfer tax applies only to conveyances of residential real property² when the consideration for the conveyance is \$3 million or more, and conveyances of any other property when the consideration for the conveyance is \$2 million or more. The new supplemental tax applies only to conveyances of residential real property when the consideration for the conveyance is \$2 million or more.

The additional transfer tax and new supplemental tax apply to all applicable transfers occurring after July 1, 2019. However, transfers made pursuant to a binding agreement entered into on or before April 1, 2019 (as confirmed by independent evidence such as a recording of the contract or payment of a deposit) and closing after July 1, 2019 will not be subject to the amended tax rates.

The New York State Tax Law Section 1404(a) was recently amended, effective as of July 1, 2021. Under the Amended Tax Law, if the tax is to be paid by the Purchaser pursuant to a contract between the Sponsor and Purchaser, the amount of the tax shall be excluded from the calculation of consideration subject to tax under the law.

(e) Contribution to working capital fund in the amount of \$500.00 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 $\frac{1}{4}$ 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) \$1,000 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 such attorney's office;

(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) offering plan fee to reimburse Sponsor equal to 1% of the purchase price for costs associated with offering plan.

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.

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 a numerical example of the closing costs for a typical unit. Closings costs of higher priced units will be higher than the total amounts stated in the example. Assuming that the purchaser pays \$599,000 for Unit 4A and obtains a \$479,200.00 mortgage from a lender, he or she would pay the following:

Buyer's Title Insurance	\$2,351
Lender's Title Insurance	\$582
Recording Deed & Power of Attorney	\$52
City Transfer Tax	\$8,692
State Transfer Tax	\$2,440
Filing fee	\$100
Working Capital Contribution	\$500
Mortgage Tax	\$9,824
Origination fee	\$1,000
Credit Report Fee	\$50
Appraisal Fee	\$250
Application Fee	\$250
Fee to Sponsor's Attorney	\$1,000
Fee to Buyer's Attorney	\$1,000
Recording Mortgage	\$200
Offering Plan Fee	\$5,990
Total	\$34,281

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 intent to sell all units offered in the Schedule A, and Sponsor will endeavor in good faith to sell all of the units in a reasonably timely manner. However, Sponsor reserves the unconditional right to rent rather than sell units. Because Sponsor is not limiting conditions under which it will rent rather than sell units after consummation of the plan, there is no commitment to sell more units than the 15% necessary to declare the plan effective, and owner-occupants may never gain effective control and management of the condominium. The by-laws do not require that a majority of the board of managers be owner-occupants who are unrelated to sponsor after sponsor relinquishes control of the board, and therefore, purchasers for their own occupancy may never gain control of the board of managers. Owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on management of the condominium.

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.

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". Notwithstanding the following, Sponsor has the financial resources to meet its obligations with respect to unsold units.

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 ten (10) 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 through Lakeland Bank located at 250 Oak Ridge Round, Oak Ridge New Jersey to construct the building. There are no limitations on renting or restrictions on the number or percentage of units which must be sold. There is a minimum release price of 90% of the purchase price or 125% of the appraised value, whichever is more.

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 two(2) years 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.

The Sponsor agrees to warrant the materials or workmanship of each unit (and limited common elements) or common elements. The Housing Merchant Implied Warranty Law (GBL Article 36-B) does not apply to the offering because this building is 6 stories, and the Housing Merchant Implied Warranty Law only applies to buildings of 5 stories or less. However, Sponsor is providing the same warranties to Purchasers as if the Housing Merchant Implied Warranty did

apply. In addition, Sponsor is providing the same warranties to the common elements. 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.

Sponsor is not applying for and will not be providing any real estate tax exemption benefits for the residential units.

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 to 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 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).

CONTROL BY SPONSOR:

Sponsor and Sponsor-designees shall have control the Board of Managers until 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, at which point Sponsor shall not control the Board of Managers. (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 more than 50% of the units are sold, a majority of the board of managers (at least 3 of the 5) must be owners unrelated to Sponsor or its principals, but need not be owner-occupants, or members of an owner occupant's household. (See *Special Risks* Section and *By-Laws*) As a significant portion of this condominium is comprised of commercial space, the condominium shall have five seats on the Board of Managers, one of which shall be reserved for owners of commercial units.

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 (15%) 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. After the expiration of the Sponsor control period, Sponsor shall not utilize its voting power to elect a majority of the board members.

There is no requirement that Unit Owners must be owner occupants, and since Sponsor is retaining the unconditional right to rent rather than sell units after Plan consummation, there is no commitment to sell more units than the 15% necessary to declare the plan effective. Since the Plan provides that the Sponsor may rent units and sell to Purchasers who do not intend to occupy the unit, it is possible that the combined % interest of common elements of units which are not owner-occupied may exceed 51%, and therefore those Purchasers who are Owner-occupants may never control the Board. Purchasers who purchase for their own occupancy will share the condominium with Purchasers who are investors and owners who do not live in their units. As such, it is possible that Purchaser's who purchase for their own occupancy may never control the Board.

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 three members designated by Sponsor. The three initial Board Members will be Kevin Yang, Chun Ming Kwok & Joyce Cheng. 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, but need not be owner-occupants or members of an owner-occupant's household. As a significant portion of this condominium is comprised of commercial space, the condominium shall have five seats on the Board of Managers, one of which shall be reserved for owners of commercial units. The first annual meeting of the Unit Owners shall be held approximately two years after the First Unit Closing, at which meeting the incumbent three 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. Purchasers are advised that those who purchase for their own occupancy may never gain control of this condominium. There is no requirement that Unit Owners must be owner occupants, and since Sponsor is retaining the unconditional right to rent rather than sell units after Plan consummation, there is no commitment to sell more units than the 15% necessary to declare the plan effective. Since the Plan provides that the Sponsor may rent units and sell to Purchasers who do not intend to occupy the unit, it is possible that the combined % interest of common elements of units which are not owner-occupied may exceed 51%, and therefore those Purchasers who are Owner-occupants may never control the Board. Purchasers who purchase for their own occupancy will share the condominium with Purchasers who are investors and owners who do not live in their units. As such, it is possible that Purchaser's who purchase for their own occupancy may never control the Board. (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. The Commercial and Residential Unit Owners cannot cross-veto one another; however both classes of unit owners have representations on the Board of Managers and so both classes of unit owners have representation regarding board decisions. Furthermore, Residential Unit Owners will not be able to veto decisions by commercial unit owners.

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 as a result of condemnation or eminent domain proceedings; (l) 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 three persons, who shall hold the offices listed next to their names:

Chun Ming Kwok	Vice President
Kevin Yang	President
Joyce Pik Wan Cheng	Treasurer

Mr. Yang, Mr. Kwok and Mrs. Cheng are the members of the Sponsor. Thomas E. Berinato, Sponsor's attorney will act as Secretary at the first unit owners' meeting but is not a manager.

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 lesser 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 or Lease of Units:

Each Unit Owner may sell or lease 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 or lease 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 or lease 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 and/or leasing 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 or leased shall be used only for residential purposes. A Unit purchased or leased by the Board of Managers may be sold or leased 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 or lease of a Unit. Any lease for a Unit shall be substantially in the form prepared by the Real Estate Board of New York, Inc., for apartment leases except as otherwise provided in the By-laws and except for such changes thereto as are recommended by counsel to the Board of Managers.

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 or lease any Unit owned by them without any requirement that (i) the same be offered to the Board of Managers prior to such sale or lease or (ii) a charge or fee be paid to the Board of Managers or any other entity or person.

Sponsor, Sponsor-designees and partners of any entity affiliated directly or indirectly with Sponsor hereby reserve the right to lease a Unit to the Purchaser of said Unit prior to the conveyance of title. In addition, Sponsor, Sponsor-designees and partners of any entity affiliated directly or indirectly with Sponsor reserve the right to lease Units to non-purchasers without limitation as to the rental to be charged therefor except such rents shall not be in violation of any applicable law. No amount paid as either rent or security under the lease will be credited towards the purchase price. If in fact, prior to the sale of a Unit, such Unit is leased to any person or entity who does not purchase, the initial Purchaser thereof will purchase a Unit that has been previously occupied. In all such cases, at closing such Units will be delivered free and clear of any tenancy or occupancy unless Purchaser expressly approves such tenancy. Notwithstanding the foregoing, if, prior to the sale of a Unit, Sponsor, any Sponsor-designee or any partner of any entity affiliated

directly or indirectly with Sponsor leases such Unit to any person or entity claiming by, through or under the Purchaser of such Unit, than such Purchaser shall be obligated to purchase such Unit subject to such lease, or the occupancy, of such Unit.

No lease shall be entered into by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor having a commencement date, which is prior to the issuance of a certificate of occupancy, which permits lawful use of the leased Unit.

Every sale or lease of a Unit must include a similar sale or lease 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 1 has been designated as a handicapped parking space and will be the last parking space leased if it has not previously been leased to a unit resident who themselves or a member of their family has a vehicle with handicapped plates.

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 lessee of the Parking Space 1 trade the handicapped parking space he/she leases 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 lessee of Parking Space 1 lease it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of lease to the parking spaces, including without limitation, reasonable attorney fees shall be borne by the party requesting the transfer.

The lessee of Parking Space 1 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 1 then the parties agree to submit the matter to binding arbitration in accordance with Article 10 of the By-Laws of the condominium.

Parking Unit lessees 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 month. 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 as 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 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 hold 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 within 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 as 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.

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. The community facility unit and the parking units can be used for those uses authorized by the certificate of occupancy. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers.

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).

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).

Within reasonable tolerances, 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 leash. 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.

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 (60) 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.

9. Handicapped Parking Unit.

Parking Space1 has been designated as a handicapped parking space and will be the last parking space leased if it has not previously been leased to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The lease of Parking Space 1 and any subsequent transfer of it is subject to the following covenants and restrictions: 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 a parking space, said unit owner has the right to demand that the Lessee of the Parking Space¹ 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 Lessee of Parking Space¹ lease it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the lease 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 1 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 1 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.

10. RPL 339-kk.

A “non-occupying owner” shall mean a unit owner in a condominium who does not occupy the dwelling unit. If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of RPL 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. Nothing in Section RPL 339-kk shall limit any rights of unit owners or of the board of managers existing under any other law or agreement. Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

11. Pets.

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 leash. 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.

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%. The assessed valuation for the building for the fiscal year 2022/2023 is \$ 1,780,910. At current rates, the real property tax for the entire building would be \$378,894 without ICAP benefits. It is estimated that the taxes for the entire building when complete without any exemptions would be \$378,894, and \$284,543 with only ICAP benefits. The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction is complete.

This fiscal year involves two Dept. of Finance (“DOF” fiscal periods: 2022/2023 (ie. January 1, 2023 to June 30, 2023) and 2023/2024 (ie. July 1, 2023 to December 31, 2023). Because the first year of condominium operations from January 1 2023 to December 31, 2023 includes two fiscal years (22/23 and 23/24), the taxes are estimated as follows:

PERIOD (a/k/a Tax Quarter)	Total Taxes for entire fiscal year	Tax Rate	% of Total Period (% of the year)	Tax for that Period
1/01/2023 – 3/31/2023	\$378,894	12.267%	25%	\$94,723.50
4/01/2023 – 6/30/2023	\$378,894	12.267%	25%	\$94,723.50
7/01/2023 – 9/30/2023	\$390,261*	12.267%	25%	\$97,565.25
10/1/2023 – 12/31/2023	\$390,261*	12.267%	25%	\$97,565.25
TOTAL				\$384,577.50

* We are estimating a 3% increase of the assessed value of the Building, and that the tax rate will remain the same at 12.267%.

The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete.

The estimated recorded assessed value for the building when completed is \$1,798,083. 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.

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.

The building does not qualify for special tax treatment under Section 528 of the Internal Revenue Code. In order to qualify under Section 528 of the Internal Revenue Code, at least 80% of the total square footage of all Units are used by individuals for residential purposes. In this building, the total commercial space square footage is approximately 12,346 square feet. As this condominium has a total square footage of 37,713 square feet, the commercial spaces comprises approximately 32.74% of the building; therefore this building does not qualify under Section 528.

On March 31, 2019, New York State announced additions to the base real estate transfer tax ("transfer tax") and established a new supplemental tax ("supplemental tax") on certain conveyances of real property within New York State. These amended tax rates apply only to conveyances of real property in cities with a population of 1 million or more (which includes New York City). The additional transfer tax applies only to conveyances of residential real property when the consideration for the conveyance is \$3 million or more, and conveyances of any other property when the consideration for the conveyance is \$2 million or more. The new supplemental tax applies only to conveyances of residential real property when the consideration for the conveyance is \$2 million or more.

New York State Real Property Transfer Taxes are assessed at 4/10th 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:

- (a) an additional .25% on consideration paid between \$2,000,000 but less than \$3,000,000
- (b) an additional .50% on consideration paid between \$3,000,000 but less than \$5,000,000

(c) an additional 1.25% on consideration paid between \$5,000,000 but less than \$10,000,000

(d) an additional 2.25% on consideration paid between \$10,000,000 but less than \$15,000,000

(e) an additional 2.50% on consideration paid between \$15,000,000 but less than \$20,000,000

(f) an additional 2.75% on consideration paid between \$20,000,000 but less than \$25,000,000

(g) 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.

OPINIONS OF COUNSEL
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September 5, 2022

146 Northern LLC
141-18 Cherry Avenue, #1A
Flushing, NY 11355

Attention: Mr. Kevin Yang

Re: 146 Northern Condominium
35-20 146th Street
Flushing, New York 11355

Dear Mr. Yang:

I am counsel to the 146 Northern 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 35-20 146th Street, Flushing, New York to be known as The 146 Northern 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 December 12, 2022, prepared by Chang Hwa Tan, Architect.

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 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 1986, as amended, or the New York State tax law, as amended, and cause the unit owners not to be entitled to income tax deductions (or which cause unit owners not to be or to cease to be entitled to the benefits or the level or duration of benefits described above).

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 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).

Sincerely,

Thomas E. Berinato

THOMAS E. BERINATO

TEB/mh

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September 5, 2022

146 Northern LLC
141-18 Cherry Avenue, #1A
Flushing, NY 11355

Attention: Mr. Kevin Yang

Re: 146 Northern Condominium
35-20 146th Street
Flushing, New York 11355

Dear Mr. Yang:

You have requested that I advise you with respect to the real property taxes for the building upon completion.

The Sponsor is not applying for the 421-a benefits because the Sponsor does not anticipate that the Condominium will be eligible unless at least four units are set aside as affordable rent stabilized units. The Sponsor intends to apply for ICAP benefits for the commercial units.

I am an attorney admitted to practice in New York State and have been in continuous practice since 1982. During that time, a substantial portion of my practice has involved tax exemption applications and enforcement and regulatory issues involving residential and commercial real property in the 5 boroughs.

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 projection of real estate taxes for the residential units, we have reviewed similar residential condominium space constructed within the last 3 years in various location in Queens County. The information is summarized below:

Condominium	Unit	Sq. Foot	Assessed Value	Taxes w/o 421-a	Assessment Per Sq. Foot
Union Turnpike Mansion 158-15 Union Tpke Fresh Meadows, NY	#201N	703	\$38,909	\$4,853	\$55.35
	#202N	636	\$35,168	\$4,387	\$55.30
	#203N	669	\$37,037	\$4,620	\$55.36
East West Tower 142-38 37 th Avenue	#3A	684	\$42,734	\$5,330	\$66.48
	#4A	403	\$27,023	\$3,371	\$67.05

Flushing, NY	#5B	818	\$54,046	\$6,741	\$66.07
Grandview Condominium	#2A	894	\$76,679	\$9,564	\$85.77
145-38 34 th Avenue	#3B	764	\$65,784	\$8,205	\$86.10
Flushing, NY	#4C	826	\$70,812	\$8,832	\$85.73

The above comparison of other similar residential condominium space constructed in the last 3 years in Queens County show an estimated average Assessed Value of \$70 per square foot per year. With this estimated Assessed Value per Square Foot, and with a Tax Rate of 12.267%, the estimated taxes without 421-a benefits 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 3A is as follows:

$$\text{Estimated Taxes Without 421-a: (AV/SF) x (SF) x (T) =} \\ \$70/\text{sq. ft} \times 607 \text{ Sq. Ft.} \times 12.267\% = \$5,212.25$$

The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction is complete.

Our estimate of the real property taxes for the residential units is as follows:

Unit	Taxes without 421-a	
	Per Month	Per Year
C1	\$1,783.01	\$21,396.10
B1	\$2,244.86	\$26,938.33
CF1	\$1,631.20	\$19,574.45
CF2	\$6,134.73	\$73,616.72
3A	\$434.35	\$5,212.25
3B	\$535.25	\$6,423.00
3C	\$445.09	\$5,341.05
3D	\$666.92	\$8,002.99
3E	\$414.32	\$4,971.82
3F	\$476.57	\$5,718.88
3G	\$434.35	\$5,212.25
3H	\$532.39	\$6,388.65
4A	\$433.64	\$5,203.66
4B	\$458.68	\$5,504.20
4D	\$379.25	\$4,551.06
4D	\$537.40	\$6,448.76
4E	\$544.55	\$6,534.63
4F	\$397.86	\$4,774.32
4G	\$434.35	\$5,212.25
4H	\$458.68	\$5,504.20
5A	\$433.64	\$5,203.66
5B	\$458.68	\$5,504.20

5C	\$379.25	\$4,551.06
5D	\$537.40	\$6,448.76
5E	\$544.55	\$6,534.63
5F	\$397.86	\$4,774.32
5G	\$434.35	\$5,212.25
5H	\$458.68	\$5,504.20
6A	\$417.90	\$5,014.75
6B	\$846.53	\$10,158.30
6C	\$525.23	\$6,302.78
6D	\$402.15	\$4,825.84
6E	\$854.40	\$10,252.76
6F	\$528.81	\$6,345.72
Parking Unit 1	\$4,977.54	\$59,730.48
TOTAL	\$31,574.44	\$378,893.28

Commercial ICAP Benefits:

I am of the opinion that the commercial portions of the building are eligible for ICAP benefits provided that the Sponsor complies with the requirements of the program. Therefore, in the event that the Sponsor complies with the requirements of DOF and obtains a Certificate of Occupancy, the commercial units will be partially exempt from the payment of real estate taxes, on specified percentages of the increased assessed valuation of the Condominium resulting from the construction of the condominium for a period of 15 years.

The subject property is a mixed-use condominium that will be built consisting of thirty (30) residential units, one (1) retail unit, one (1) office unit, and two (2) community facility units, and one parking unit consisting of thirty (30) attended parking spaces.

Upon completion of the construction, the building will contain the following approximate net square feet areas and uses:

FLOOR	UNIT #	DESCRIPTION	USE	SQUARE FT. (Net)
First Floor	Store #1	Retail	Commercial	1,938
	Store #2	Office	Commercial	2,383
	Community Facility #1	Community Facility	Commercial	2,091
Second Floor	Community Facility #2	Community Facility	Commercial	5,934
Third Floor	3A	Residential	Residential	607
	3B	Residential	Residential	748
	3C	Residential	Residential	655
	3D	Residential	Residential	932

	3E	Residential	Residential	636
	3F	Residential	Residential	666
	3G	Residential	Residential	607
	3H	Residential	Residential	744
Fourth Floor	4A	Residential	Residential	606
	4B	Residential	Residential	641
	4D	Residential	Residential	530
	4D	Residential	Residential	751
	4E	Residential	Residential	761
	4F	Residential	Residential	556
	4G	Residential	Residential	607
	4H	Residential	Residential	641
Fifth Floor	5A	Residential	Residential	606
	5B	Residential	Residential	641
	5C	Residential	Residential	530
	5D	Residential	Residential	751
	5E	Residential	Residential	761
	5F	Residential	Residential	556
	5G	Residential	Residential	607
	5H	Residential	Residential	641
Sixth Floor	6A	Residential	Residential	584
	6B	Residential	Residential	1,183
	6C	Residential	Residential	734
	6D	Residential	Residential	562
	6E	Residential	Residential	1,194
	6F	Residential	Residential	739

New York City is an annual assessment jurisdiction. The estimated assessment assumes a Tax Class 4 rate of 45% per \$100 of assessment. Tax rates are subject to change annually by the City Council.

The Estimated Assessment is calculated assuming the estimated start of construction was in the Fall of 2020 and the estimated completion to be January 1, 2023. Estimates are that the Certificate of Occupancy will be issued on or about January 1, 2023. Consequently, the next taxable status date, January 15, 2023, the building will be 100% complete. This will be reflected in the 2022/2023 Assessment. The Department of Finance can increase the actual assessment of subsequent years without restriction based on property appreciation and/or physical improvement of the property.

The Department of Finance uses gross square footage to calculate assessments. This property 49,612 of total gross square footage was used to estimate the value in this projection.

**SUBJECT PROPERTY BENEFITS:
INDUSTRIAL COMMERCIAL ABATEMENT PROGRAM (ICAP)**

The Industrial Commercial Tax Abatement will be a fixed cash amount, fixed at the Year 1 Tax Class 4 Tax Rate x the Total Physical Assessment attributed to the work for which the abatement was filed. The subject property is not located in a designated “special area and is therefore eligible for a 15-year real estate abatement rather than 25 years. The abatement will be equal to the added physical assessment above the base tax year. In addition, the abatement will include “inflation” protection. Under ICAP rules there are no abatement benefits during the construction period. Year 1 of ICAP benefits is the fiscal year following the January 5th “Taxable Status” day. All annual Equalization Assessment increase above the 5% will be automatically added to the abatement for 13 years.

THE EXEMPTION BENEFITS ARE ENJOYED OVER THE 15 YEARS AS FOLLOWS:

YEAR	TAX YEAR	Percent of Assessed Valuation, Above the 2019/2020 Base Assessment
One through Ten	2021/22 - 2031/32	100%
Eleven	2032/2033	80%
Twelve	2033/2034	60%
Thirteen	2034/2035	40%
Fourteen	2035/2036	20%
Fifteen	2037/2038	0%

The final ICAP application was filed on May 9, 2017, and it discloses hard construction breakdown for the commercial portion of the building of \$6,000,000. In making our determination of the level of ICAP benefits, we have reviewed similar commercial condominium space constructed within the last 3 years in various location in Queens County. The information is summarized below:

Condominium	Unit	Sq. Foot	Assessed Value	Taxes w/o ICAP	Taxes w/ ICAP	Assessment Per Sq. Foot
Union Turnpike Mansion 158-15 Union Tpke Fresh Meadows, NY	A	9,748	\$1,078,463	\$113,637.68	\$9,052.96	\$110.63
	B	3,717	\$413,075	\$43,525.75	\$3,467.36	\$111.13
	C	2,578	\$287,289	\$30,271.64	\$2,411.20	\$111.44
East West Tower 142-38 37 th Avenue Flushing, NY	1A	1,264	\$97,727	\$2,574.38	\$403.23	\$77.32
	1B	1,546	\$118,875	\$3,131.47	\$490.52	\$76.90
	1C	1,243	\$95,536	\$2,516.66	\$394.18	\$76.86
	G	13,500	\$1,014,300	\$98,758.66		\$75.13
Grandview Condominium 145-38 34 th Avenue Flushing, NY	C1	1,149	\$99,649	\$2,625	\$474.19	\$86.73
	C2	1,539	\$133,707	\$3,522.18	\$636.21	\$86.88
	C3	1,336	\$115,627	\$3,045.91	\$550.40	\$86.55

The above comparison of other similar commercial condominium space constructed in the last 3 years in Queens County show an estimated average Assessed Value of \$90 per square foot

per year. With this estimated Assessed Value per Square Foot, and with a Tax Rate of 12.267%, the estimated taxes without ICAP benefits 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). Further, from the comparative analysis of similar commercial condos, the taxes with ICAP benefits are approximately 33% of the taxes without the abatement. An example of the estimated calculation for Unit #1 Retail Store is as follows:

Estimated Taxes Without ICAP: $(AV/SF) \times (SF) \times (T) =$

$\$90/\text{sq. ft} \times 1,938 \text{ Sq. Ft.} \times 12.267\% = \$21,396$ (rounded to nearest dollar)

Estimated Taxes with ICAP: $(AV/SF) \times (SF) \times (T) \times (33\%) =$

$\$90/\text{sq. ft} \times 1,938 \text{ Sq. Ft.} \times 12.267\% = \$21,396 \times 33\% = \$7,132$ (rounded to nearest dollar)

A table of the estimated real estate taxes for the commercial units for this Condominium project is set forth below:

Unit	RE TAXES No ICAP Exemption		RE TAXES with ICAP Exemption	
	Per Month	Per Year	Per Month	Per Year
Store #1	\$1,783.01	\$21,396.10	\$594.34	\$7,132.03
Store #2	\$2,244.86	\$26,938.33	\$748.29	\$8,979.44
Community Facility #1	\$1,631.20	\$19,574.45	\$543.73	\$6,524.82
Community Facility #2	\$6,134.73	\$73,616.72	\$2,044.91	\$24,538.91

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, or if the Administrative Code, HPD Regulations are changed, or if the facts as represented prove to be untrue.

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 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).

Very truly yours,

Thomas E. Berinato

Thomas E. Berinato

TEB/mh

RESERVE FUND:

While the Sponsor is in control of the Board of Managers, the reserve fund may not be used to reduce projected common charges in the plan. It is anticipated that \$33,500.00 will be placed in the reserve fund. The reserve is accumulated through the collection of common charges in the budget, and Sponsor does not have Sponsor Reserve obligations.

The reserve fund can be used only for capital replacement. It is uncertain what future capital replacements for this condominium may be, and therefore the Sponsor cannot represent that the reserve fund will be sufficient to cover capital replacements; however it is expected that the reserve fund will be sufficient to pay for the replacement of capital items likely to be needed as disclosed in the Description of Property and Building Condition. While the Sponsor controls the board, the reserve fund can't be used to reduce common charges. Sponsor is not aware of and has no knowledge of any capital improvement items that are now necessary or likely to become necessary within 5 years from the date of the first year of operation set forth in Schedules A & B. Reserve funds are restricted in use to capital improvements and major repairs to the building. The funds may be used at any time after the condominium comes into existence. There are no capital replacements being undertaken by the Sponsor that Sponsor will take as a credit against Sponsor's Reserve Fund obligations. Section 2.4(viii) of the By-Laws authorizes the establishment of the reserve fund. The reserve fund will be sufficient to pay for the anticipated capital replacements required as known at this time and as set forth in the architect's description of property. In the event the reserve fund is anticipated to be insufficient to cover the cost of capital replacements, then the common charges will increase and/or special assessment will be imposed. The condominium would have various options and means to finance needed capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects. These would include (a) use of Reserve Funds; (b) special assessments; (c) taking loans. There are no existing warranties in effect relative to items that might have to be the subject of a capital expenditure. Neither Department of Law nor any other governmental agency has passed upon the adequacy of the reserve fund.

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 \$500 to the Board of Managers for its working capital (the Working Capital Fund).

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.

MANAGEMENT AGREEMENT:

At or prior to the First Unit Closing, the Sponsor shall arrange for B Square Realty to manage the building for a compensation of \$35,000 annually. The amount for management is the prevailing rate/typical rate for other similar buildings in the area.

The Sponsor's obligation to manage the condominium will be for a term of two (2) years. During that time, Sponsor and any Sponsor-affiliate must manage the building, even if Sponsor has sold 50% or more of the units, and no longer controls the Board of Managers. While the Sponsor is in control the Board, the Sponsor can effectively prevent the Board of Managers from terminating the management agreement with the Sponsor-affiliate. The Board may, once the Sponsor no longer controls the Board, terminate the management agreement with the Sponsor affiliate with or without cause. However, during the initial Sponsor control period (two years, or until Sponsor sells units whose combined common interest exceed 50% or more of the total 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.

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 and reimburse the agent for expenses incurred.

B Square Realty has been involved in the management of numerous condominiums in the Queens County area, including but not limited to the following:

- Sanford Tower, located at 14335 Sanford Avenue, Flushing, NY 11355 (25 Units)
- Queens Boro Tower, located at 4104 27th Street, Queens, NY 11101 (37 Units)
- 646 39th Street, Brooklyn, NY 11232 (45 Units)
- 13655 37th Avenue, Flushing, NY 11354

IDENTITY OF PARTIES:

1. Sponsor.

146 Northern LLC, the Sponsor, is a Limited Liability Company formed in 2017. The principal office of Sponsor is XXXXXXXXXXXXXXXXXXXXXXXX. There are three members of Sponsor: Chun Min Kwok, Kevin Yang, and Joyce Pik Wan Cheng. Chun Min Kwok, Kevin Yang and Joyce Pik Wan Chen are the Sponsor's principals. Mr. Yang resides at XXXXXXXXXXXXXXXXXXXXXXXX and is employed by First Property Investment, LLC. Chun Min Kwok resides at XXXXXXXXXXXXXXXXXXXXXXXX, and is employed by First Property Investment LLC. Joyce Pik Wan Cheng resides at XXXXXXXXXXXXXXXXXXXXXXXX and is employed by First Property Investment. Mr. Yang has substantial experience in property sales and management in the Queens, NY area. Mr. Yang's experience includes but is not limited to the development of a somewhat larger condominium at 141-18 Cherry Avenue, Flushing, NY 11354, and the management of that building as well as several other similar buildings in the immediate vicinity, including but not limited to 58-04 Main Street, Flushing, NY 11354.

No member has any prior felony or other convictions, bankruptcies, judgments, or injunctions against them of any kind. None of the 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 for the following:

PLAN	CONDOMINIUM	PRINCIPAL(S)
CD13-0045	Cherry Manor Condominium	Chun Min Kwok Kevin Yang
CD16-0247	Main Street Manor Condominium	Chun Min Kwok Joyce Pik Wan Cheng
CD20-0004	Northern Tower Condominium	Chun Min Kwok Kevin Yang Joyce Pik Wan Cheng
CD11-0125	Bowne Condominium	Kevin Yang
CD20-0153	Cherry Tower Condominium	Kevin Yang
CD18-0098	Queens Manor Condominium	Joyce Pik Wan Cheng

The Sponsor's principals have no relationship to the engineer or the attorney for the Sponsor other than with respect to this offering.

2. Architect.

The architect is Chang Hwa Tan of TAN ARCHITECT P.C. Mr. Tan is a registered architect in the State of New York. There is no other relationship between Mr. Tan and the Sponsors, except that Mr. Tan has acted in the capacity of architect for other projects for the principals of the sponsor. Mr. Tan has over 15 years of experience in the design and construction of multifamily residential buildings in Manhattan, Brooklyn and Queens. A representative list of properties worked on by Mr. Tan include but is not limited to the following:

- Cherry Manor Condominium
- Main Street Manor Condominium
- Northern Tower Condominium
- Bowne Condominium
- Queens Manor Condominium
- Parsons Garden ONE
- Parsons Garden TWO

3. Managing Agent.

The Managing Agent is B Square Realty with offices at 136-20 38th Avenue, Suite #3E, Flushing, NY 11354.

A representative list of the other properties managed by the managing agent, or principals is as follows:.

Sanford Tower, located at 14335 Sanford Avenue, Flushing, NY 11355
Queens Boro Tower, located at 4104 27th Street, Queens, NY 11101
646 39th Street, Brooklyn, NY 11232
13655 37th Avenue, Flushing, NY 11354

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, Suite 1D, 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: The 146 Northern Condominium

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.

9. There are no circumstances which may affect use or enjoyment of the property and appurtenances, such as reciprocal covenants or easements, impending adjacent high-rise construction, any usage restriction by statute, ordinance or zoning resolution such as specified occupancy percentage by certified artists, or historic district or landmark designation, unless disclosed elsewhere in the plan.

Dated: Kew Gardens, New York

PART TWO

146 NORTHERN CONDOMINIUM
PURCHASE AGREEMENT FOR UNIT # _____

AGREEMENT made as of _____, 202__, between 146 Northern LLC, having offices at 141-18 Cherry Avenue, #1A, Flushing, NY 11355 (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 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, Escrow Account for 146 NORTHERN 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 35-20 146th Street, 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.

Smoking is not permitted in any indoor locations (except inside units) of the premises, including common areas. Smoking is permitted in outdoor areas of the premises, including common courtyards, rooftops, balconies and patios and any outdoor areas connected to the dwelling units. This smoking policy must be incorporated into any interim lease or purchase Agreement and is included in the addendum to the by-laws,

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

4. **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 the Registered Architect, Chang H. Tan, R.A. ("the Architect").

Dimensions and layout of the Units set forth on the Floor Plans are approximate 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 shall not be excused from purchasing a Unit pursuant to a Purchase Agreement so long as the dimensions and layout of such Unit substantially conform to the Floor Plans. There is a rebuttable presumption that a decrease of less than 5% in floor area is insubstantial. In such instance, a Purchaser may not have a lawful basis to seek recourse from the Sponsor or an abatement in the purchase price as a result of such reduction. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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, Escrow Account for the 146 Northern Condominium or similar name in JP Morgan Chase Bank,

81-35 Lefferts Blvd., Kew Gardens, NY 11415. The signature of THOMAS BERINATO, Esq., Attorney at law, 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. In the case of Sponsor's inability to consummate the transaction, Sponsor will return the amount of money paid by Purchaser for upgrades or extras to the Purchaser. As a result, in the event a purchaser is entitled to rescission because of Sponsor's inability to close, the purchaser will receive a refund of any funds used for upgrades or extras.

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.

12. **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.

13. **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.

14. **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.

15. **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., Attorney at law, 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., Attorney at law, 123-40 83rd Avenue, Suite 1D, Kew Gardens, NY 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. In the case of Sponsor's inability to consummate the transaction, Sponsor will return the amount of money paid by Purchaser for upgrades or extras to the Purchaser. As a result, in the event a purchaser is entitled to rescission because of Sponsor's inability to close, the purchaser will receive a refund of any funds used for upgrades or extras.

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, Esq., Attorney at law, 123-40 83rd Avenue, Suite 1D, Kew Gardens, NY 11415.

16. **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.

17. **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.

18. **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 Sponsor 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 Sponsor.

19. **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.

20. **Warranties.** At the closing of title, the Sponsor will deliver the certificates and warranties delivered to them and transferable to purchaser or to the Condominium. Sponsor'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 Sponsor, transferable to the Purchaser or to the Condominium and then only as against such manufacturer. In addition, however, Sponsor 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 Sponsor to correct a defect shall act to extend the warranty period.

- b. Sponsor accepts no responsibility for any warranty obligation for incidental or consequential damage caused by any defect.
- c. 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. Sponsor is not responsible for any work or material ordered directly by Purchasers from Seller's contractors or suppliers.
- g. Sponsor 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.

21. **Agreement May Not Be Assigned.** Purchaser shall not have the right to assign this Agreement without the prior written consent of Sponsor and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller.

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 Sponsor at the address given at the beginning of this Agreement, with a copy to Thomas E. Berinato, Esq., Attorney at law, 123-40 83rd Avenue, Suite 1D, Kew Gardens, NY 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. **Transfer Taxes.**

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 4/10th 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 real 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: (a). 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; (c). an additional 1.25% on consideration paid between \$5,000,000 but less than \$10,000,000 (d) an additional 2.25% on consideration paid between \$10,000,000 but less than \$15,000,000 (e). an additional 2.50% on consideration paid between \$15,000,000 but less than \$20,000,000; (f). an additional 2.75% on consideration paid between \$20,000,000 but less than \$25,000,000 (g). 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. Purchaser is paying the Sponsor's transfer tax, a statutory obligation of the sponsor. 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. The tax is part of consideration on which the tax is based.

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.

The New York State Tax Law Section 1404(a) was recently amended, effective as of July 1, 2021. Under the Amended Tax Law, if the tax is to be paid by the Purchaser pursuant to a contract between the Sponsor and Purchaser, the amount of the tax shall be excluded from the calculation of consideration subject to tax under the law.

26. **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:

By:_____

By:_____

PURCHASER:

MORTGAGE FINANCING 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 **15 (years)** years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. The maximum allowable financing is 75% of Purchase Price.

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 Downpayment 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 Downpayment 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.

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. If Purchaser acts in good faith and Lender revokes the commitment after the contingency period expires, performance is excused.

SPONSOR-SELLER:

By:_____

By:_____

PURCHASERS:

POWER OF ATTORNEY

The undersigned, _____, (residing)(having an office) at _____, the Owner of Unit No. _____ in the Condominium known as THE 146 NORTHERN CONDOMINIUM, located at 35-20 146th Street, Borough of Flushing, 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 _____, 202__, and recorded in the Register's Office, Queens County on _____, 202__ 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 THE 146 NORTHERN 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 leased 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 146 Northern 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

UNIT DEED

THIS INDENTURE, made the ___, day of _____, 202__, between 146 Northern LLC, the Sponsor having an office at 141-18 Cherry Avenue, #1A, Flushing, NY 11355 (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 THE 146 NORTHERN CONDOMINIUM and by the street address of 35-20 146th Street, 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 _____ of the Borough of Flushing on the Tax Map of the Real Property Assessment Department and on the Floor Plans for said premises, certified by Chang H. Tan, R.A., 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 THE 146 NORTHERN 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 hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

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.

GRANTORS:
146 Northern LLC

GRANTEES:

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

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

CONDOMINIUM
BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACT

Title No.:

THE 146 Northern Condominium

TO

Section
Block
Lot
City/Town Flushing, NY
County Queens

RETURN BY MAIL TO:

DESCRIPTION OF THE PROPERTY (THE REPORT)

The 146 Northern Condominium

35-20 146th Street

FLUSHING, NEW YORK

PREPARED BY

Chang H. Tan, R.A.

TAN ARCHITECT P.C.

IN ACCORDANCE WITH

THE PLANS AND SPECIFICATIONS

AND OTHER INFORMATION SUPPLIED BY THE SPONSOR

December 12, 2022

**DESCRIPTION OF THE PROPERTY (THE REPORT)
146 NORTHERN CONDOMINIUM
35-20 146TH STREET.
FLUSHING, NY 11354**

**Report prepared by: CHANG HWA TAN, RA
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD.
SUITE# 205
AUBURNDALE, NY 11358**

**IN ACCORDANCE WITH PLANS AND SPECIFICATIONS
AND OTHER INFORMATION SUPPLIED BY THE SPONSOR
AND HIS CONSULTANTS.**

Architectural report for the structure to be known as 146 NORTHERN CONDOMINIUM located at 35-20 146th Street in Borough of Queens County and State Of New York. The plans have been filed and approved by the Department of Buildings under the application number 421250620.

This property and its proposed use will comply with all zoning and use requirements and the Certificate of Occupancy will be presented at closing.

20.7(a) Location and Use of Property:

- (1) The address of the property is 35-20 146th Street, Flushing, NY 11354 in Borough of Queens County;
- (2) The condominium is located in block # 5003 lots #39;
- (3) Zoning District is C1-2 in R6 & R7-1, Map 10c of the New York City Zoning Resolution dated 1961 as amended on May 2001. The property and proposed use will comply with all zoning and use requirements at closing.
- (4) The New York City Zoning Resolution, as per section 22-12 permits Use Group 2, 3, 4, and 6, Commercial, Community Facility and Residential Uses as-of-right. The "Quality Housing Program" provision of the resolution has been utilized. The Quality Housing Program consists of four components: building interior, recreation space and planting, safety and security, and parking requirements. The building interior component sets forth special refuse storage and disposal systems, mandates special refuse storage and disposal systems, the recreation and planting component, and encourages laundry facilities and daylight in corridors. The safety and security component encourages fewer dwelling units per corridor. The parking component screens accessory parking spaces from the public realm. This building is designed in compliance with quality housing program. The daylight in corridors required windows and there was no window possible provided in the building, therefore, there is no Quality Housing floor area deduction requested for this project.

20.7(b) Status of Construction:

- (1) The building is anticipated to be substantially completed in November 30, 2021;
- (2) The building complies with section BC 601 of the 2014 Building Code of the City of New York for Type 1B construction. The structural framing, load bearing exterior walls, interior load bearing walls, the floor construction, the unit demising walls and stair enclosures are of 2-hour fire ratings. The non-load bearing exterior walls, the roof construction and interior non-load bearing walls are of 1-hour fire ratings.
- (3) The Certificate of Occupancy anticipated issues in April 30, 2021. This property and its proposed use is complying with all NYC zoning and use requirements and the Final Certificate of Occupancy will be presented at closing.
- (4) The building is built under NB application permit number 421250620-01-NB. The DOB specific schedule 'A' is the proposed building consists of (30) thirty residential units located on third to sixth floor. There are (1) one retail store unit, (1) one commercial office unit and (1) one community facility unit located on first floor. There is a proposed community facility unit located on second floor. The cellar is used for attended parking of (30) thirty cars. The zoning required (15) fifteen residential parking spaces and (15) fifteen commercial parking spaces. The cellar also used for refuse compactor room, elevator machine room, janitor room, parking attendant booth and common space for utilities room of the building. There are (15) fifteen bicycle parking spaces per zoning in cellar floor by elevator lobby. The Sponsor will obtain the Final Certificate of Occupancy prior to closing.

20.7(c) The Site:

- (1) The land is located on the West side of 146th Street, an interior lot.
The land and premises:
Begin at the point 162.50' of the corner formed by the intersection of 146th Street and 35th Avenue, and runs south 87.50'
Thence in West 100.00'
Thence in North 87.50'

Thence in East 100.00' to the point of beginning

The lot area is 8,750.00 square feet as per survey by Roguski Land Surveying P.C.

- (2) There is a Six-story building proposed on the site. The proposed building is for commercial and residential mixed-use.
- (3) The Street, 146th Street, fronting the lot owned and maintained by the City of New York. The 146th Street is 60.0' wide narrow street and it is two-way traffic street. The roadway pavements are composed of asphalt and in fair condition. The existing sidewalk and curb fronting the property will be new poured concrete as directed by Department of Transportation of City of New York. Under current approved builders paving plan.
 - i. The driveway on north side of building is serving the cellar floor garages parking. The cellar is for attended parking of (30) thirty cars. The proposed 10'-0" wide curb cut is filed under the new building application. The driveway ramp is constructed of cast-in-place concrete reinforced with steel bars which is in excellent grading condition.
 - ii. The sidewalk and curb cut is new concrete pavement slopes away from the building providing positive storm drainage to the roadway.
 - iii. There is cast iron grating concrete catch basin located at the intersection of 35th Avenue and 146th Street. The cast iron grating concrete catch basin is in fair condition and is maintained by The City of New York.
 - iv. There are utility poles with street lighting on 146th Street. (located in the opposite side of 146th Street sidewalks) provides sufficient illumination to public safety. The street lighting type is of low pressure sodium. In addition to the lighting provided by the City, there are outdoor lighting fixtures installed on the building to illuminate the entrances and walks.
 - v. There is one existing fire hydrant on the opposite side fronting the property sidewalk. All the above items complied with local fire district, NYC building codes.

20.7(d) Utilities:

Water: 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 for the building. The Sponsor reserves the right to install sub water meter where the condominium board will bill each unit in accordingly.

Sewer: The entire sanitary waste will be discharged from the building to an existing 10" private sanitary sewer system in 146th Street, currently maintained by New York City Department of Environmental Protection. The entire storm water drainage of site will be discharged to a retention system installed in cellar under the floor slabs. The water and sewer are metered collectively in one billing.

Gas: Natural gas service will be provided by Con Edison Company. Natural gas service is metered to each unit for cooking purposes. There is one (1) gas meter total in the building. The gas meter is located in the cellar meter room. The gas piping is to be threaded black iron. The 1" high pressure gas service piping is to be threaded black iron.

Electricity: Electric service is provided by the Consolidated Edison Company of New York and is individually metered to each condominium unit. A separate electric meter is provided for common spaces.

Telephone: Verizon Company will provide telephone service on an individual basis to each condominium unit.

20.7(e) Sub-soil Conditions:

Sub-soil bearing capacity has been tested and reported by Professional Solutions Group Inc. In general, all soils below the fill (class 7), fine to medium sand, trace of silt and little gravel, blown below the surface elevation at the boring location, or proximity, will satisfactorily support foundation loads of 3 tons per square foot, at depth of approximately 8 to 32 feet below curb level. The proposed development qualifies as Structural Occupancy Category II class "B". There is no ground water encountered at thirty-two feet below ground surface. There is no evidence of ground water infiltration through the foundation walls and little, if any, indicates no visible streams or natural watercourses in the property. There is no apparent danger of flooding due to the water table or from any other bodies of water. The ground surface of the site

is stable. This property is located in FEMA zone "X"; areas outside the 1-percent annual chance of floodplain. There is no environmental restriction present on the property.

20.7(f) Landscaping and Enclosures:

The proposed building is occupying the entire site. There is no open area at the rear yard or side yard of the property. Sidewalks will be 5" thick newly paved concrete located in the front of the building. There are (4) four street trees required to be planted as per zoning regulations. The sponsor paid for the required (4) four street trees to the tree funds where the Park Department will plant the trees off site. There is no garden walls and retaining walls for this project.

20.7(g) Building size and height:

The building is built on front property line with no setback. The size of the building is approximately 87'-2" wide by 70'-0" deep on the largest floor.

(1) Total height:

The total building height measured from the base plane to the main roof is approximately 54'-0".

(2) Crawl spaces: Not applicable.

(3) Number of sub-cellars and cellars:

There is one cellar.

(4) Number of floors:

The building is (6) six stories high.

(5) Equipment rooms:

The roof consists of boiler room for 30 equipment and elevator control room. The equipment rooms in cellar are janitor's room, refuse compactor room, elevator machine room, gas meter room, water/sprinkler meter room, electric meter room and parking attendant booth.

(6) Parapet:

The masonry parapet wall height is 3'-6" above the finished roof.

The following are floor to ceiling heights:

Cellar	10'-2"
First Floor	8'-2"
Second Floor	8'-2"
Third Floor	8'-2"
Fourth Floor	8'-2"
Fifth Floor	8'-2"
Sixth Floor	8'-2"

20.7(h) Structural System:

The structural system for the building is classified as non-combustible construction. This type of structure has super structure columns and shear walls built with cast-in-placed concrete of non-combustible materials. The typical structural system of the floors and roofs are constructed of cast-in-placed concrete of non-combustible materials with 2-hour rated assemblies as specified by the New York City Department of buildings requirements.

The foundation consists of 18", 24", 26", 30, and 32" thick poured in place reinforced concrete spread footings 12, 14 & 18 inches thick poured in place reinforced concrete foundation walls. The interior bearing walls consist of minimum of 8 to 10-inch concrete shear walls. There are no special sound insulation provisions made for the building in the exterior wall. The cast-in-place concrete floor structure has good noise protection and no provision of impact noise insulation in between floors. The floor at residential units has noise impact rating of at least 50. There is no sub-grade drainage system provided for the building. There is no ground water encountered at thirty-two feet below ground surface. There is no evidence of ground water infiltration through the foundation walls. The foundation walls and spread footing is waterproofed with waterproofing membrane all around and water stop seal at all connections. There is no underpinning of adjacent buildings required in this project.

(1) Exterior of Buildings:

- (i) Walls: The west, south, east and north non-bearing exterior walls on first floor constructed as follows: 8" CMU wall, R-10 rigid insulation, 2-1/2" metal studs and 5/8" gypsum board finish. The exterior front east walls, exterior rear west walls from third floor and up constructed of aluminum panels over R-5 continuous rigid insulation on waterproofing membrane, 5/8" exterior grade sheathing, 6" heavy gauge steel studs framing with R-17 closed cell spray applied polyurethane foam insulation and 2-layers of 5/8" thick gypsum board finish. The side north and south walls from second floor and up, roof bulkhead constructed of EIFS panel system with R-15 rigid insulation, 5/8" thick sheathing, 6" heavy gauge steel studs framing with R-17 closed cell spray applied polyurethane foam insulation and 2-layers of 5/8" thick gypsum board finish. All exterior walls have fire rating of 2-hour. The front east walls from first to second floor are aluminum window walls enclosure.
- (ii) Windows: All windows will be casement double insulated glass in aluminum frame with vinyl insects' screen. The windows are caulked from the exterior weather with GE silicon caulking with backer rods. The air infiltration level will be kept to the minimum. The ability to stand the cold weather will be adequate in terms of ambient in the Borough of Queens, per minimum requirements of the New York City Energy Conservation Code. There is no thermal break system provided in windows. All the aluminum windows used for the project manufactured by Liberty Windows Corporation. A one-year part manufacturer warranty provided by the manufacturer of windows. There is no lot line window in this project. The storefront window walls are made of clear anodized aluminum frame with 1" thermal barrier glass with integral weather stripping. The window walls manufactured by Pentek aluminum Windows and Doors Inc.
- * As a Special Risk, the purchasers of condominium are obligated to install "child safety window stops", of which, the window can open maximum 4" wide.

a. Test results of window and door air infiltration:

Paragraph No.	Title of Test	Measured	Allowed
Air infiltration			
0.56 PSF (15 mph)	0.10 CFM/FT	-----	
1.57 PSF (25 mph)	0.22 CFM/FT	0.37 CFM/FT	

Note on Air infiltration: With the window and door sash and ventilators closed and locked, test unit in accordance with ASTM E-283 at static air pressure difference of 1.57 psf

b. Test results of water resistance:

Paragraph No.	Title of Test	Measured	Allowed
Water Resistance			
5.0 GPH/SF			
WTP=3.0 PSF	No Entry	No Entry	

Note on Water Resistance:

1. With the window and door sash and ventilators closed and locked, test unit in accordance with ASTM E-331 at static air pressure difference of 10 psf.
2. There shall be no water leakage as defined in ASTM E-331 at this specified static air pressure difference to meet the performance requirement
3. Test shall be completed with and without exterior applied screens.

Condensation Resistance Factor (CRF) (moisture seepage)

1. With window and door sash and ventilators closed and locked, test unit in accordance with AAMA 1502.7 using test size of 4'0" by 6'0" and framing configurations specified in the AAMA specification standards.
2. Condensation Resistance Factor (CRF) shall not be less than 50.

(iii) Landmark status: Not applicable.

(2) Parapets and Copings:

The parapet walls of the building are of reinforced concrete block. The parapet wall is 3 feet 6 inches high above the finish roof or finish floor. The coping is made of aluminum.

(3) Chimney and Caps:

The hot water heaters exhaust flue will be metal-bestos doubled lined wall flue installed above boiler room roof. There will be a steel anti-down draft cap installed at the top of the flue pipes.

(4) Balconies and Terraces:

The balconies will build according to plans. There is no exterior column supporting the balcony floors. There are balconies for residential units on third, fourth, fifth and sixth floors of the building. The balconies will be constructed of poured-in-place concrete slab. The balconies floor is finished with anti-slip exterior grade tiles. The balconies floor slopes away from the building providing positive storm drainage and a perimeter edge drip groove is to be provided. There are private terraces located on the third and sixth floor of the building. The private terraces will be utilized by the condominium units adjacent to it. The sponsor has no provision to provide floor surface finish to these assigned roof terraces as limited common element. The unit owner of the assigned terrace limited common area will be responsible for the finish surface of the private terraces. The separation of the third floor west facing private terraces is 42" high steel railing with vertical rails. The terraces floor slopes to an anti-trip floor drain and pipe to a storm drainage system on site.

- (i) The private terraces floor has no finishes.
- (ii) Balustrade: The balconies guard railing balustrade is steel.
- (iii) The 42" high railing made of steel;
- (iv) Copings: All the parapet copings of private terraces are of bent aluminum with cleats.
- (v) Soffits: The soffit under the balconies is finished with cement stucco.
- (vi) Doors to balconies and terraces: The balconies and terraces doors are sliding type double insulated glass in aluminum frame. The doors are caulked from the exterior weather with GE silicon caulking with backer rods. There is no thermal break system provided in doors. The air infiltration level will be kept to the minimum. The ability to stand the cold weather will be adequate in terms of ambient in the Borough of Queens, per minimum requirements of the New York City Energy Conservation Code. The doors are manufactured by Liberty Windows Corp. A one-year part manufacturer warranty provided by the manufacturer of doors.

(5) Exterior Entrances:

The main residential entrance doors are of anodized aluminum frame and 1" thermal barrier glass with integral weather stripping. There is a pair of entrance door for each Commercial retail spaces that is made of anodized aluminum frame and 1" thermal barrier glass with integral weather stripping. All entrance doors are to comply with zoning resolutions and New York City Energy Code.

- (i) All exterior doors, vestibule doors and frames are manufactured by Pentek aluminum Windows and Doors Inc. The doors from the egress stairs, hot water heaters room, elevator control room and hallway are of either anodized aluminum frame or metal type with keyed cylinder locksets.
- (ii) The inner vestibule doors are to be the same type as the front entrance doors and to be fitted with an entry cylinder lock with electric door release.

- (iii) Exterior stairs: Not applicable.
 - (iv) Railings: Not applicable.
 - (v) Mailboxes: U.S. postal service approved type mailboxes provided for each unit, in entry vestibule at first floor level. The Mailboxes manufactured by Auth Florence model#4C16D-20 4C in postal grey. The mailboxes are made of heavy gauge aluminum with natural aluminum satin finish.
 - (vi) The front entrance of building facade is illuminated by (4) four wall mounted weatherproof LED light fixture, which gives illumination of at least two-foot candles and shall be operated by a timer.
- (6) Service entrances: There is no service entrance in the building.
- (7) Roof, Roof terraces and Roof structures:
- (i) The main roof of the building is flat. The flat roof is constructed of 8" poured in place concrete with an average of 6" thick R-25 rigid insulation, a base sheet and roofing material is bitumen built-up roof.
 - a. Material: The product of roofing is manufactured by Firestone Inc. The Firestone item number is ASTM D 6222-98. All roof penetrations (e.g. vent stacks, vents, structural framing for ducts and fans) will be flashed with aluminum cap and base flashing where necessary. All the roofs are pitched to permit storm water to flow towards the roof drains. Storm water will drain without ponding.
 - b. Insulation: The roof will be insulated with rigid insulation having an average "R" factor of 25 is compliant with New York City Energy Conservation Code. The area use as roof terraces for the condominium units will not be finished.
 - c. Surface finish: The roof surface will be finished with silver color roofing paint.
 - d. Bond or guarantee: Firestone will provide 10-year manufacturer warranty of material to the roof and the roofing contractor provides 10-year labor warranty. As such, premature deterioration & re-placement of the roof membrane may be anticipated and therefore should be budgeted for. The warrantee period shall begin on the date of conveyance of title to the first unit. The owner of third and sixth floor units are allocated private roof terrace areas as shown on the floor plans and in the Certificate of occupancy. The owner of said unit is responsible for the repair and maintenance of said areas, provided, however that the Board of Managers shall have an easement for inspection and repair at reasonable times. The sponsor has no provision to provide floor surface finish to these assigned roof terraces as limited common element. The unit owner of the assigned terrace limited common area will be responsible for the finish surface of the terraces. The roof manufacturer will retain the roof warranty if the finishes installed above the roofing surface.
 - e. Flashing materials including counter flashing: The flashing and counter flashing is made of aluminum.
 - f. Nothing may be built on said areas without a permit from the Department of Buildings and/or a variance from the Board of Standards and Appeals. In the event a permit and/or variance is obtained and construction is done, the Board of Managers will have access for inspection and repair and the Board of Managers may regulate any one or more of the following aspects of the construction;
 - 1. Time periods during which work is permitted;
 - 2. The manner in which construction debris will be handled;
 - 3. Measures that must be taken to prevent compromising the security of the building during construction;
 - 4. The interruption of services during construction;
 - 5. Liability insurance for contractor during construction.
- There will be no rooftop antennae, cell phone towers, satellite dishes and lighting protection equipment presence on the building. There is 700 square-feet of outdoor recreation area provided on the roof required by zoning.

- (ii) Drains: There are (6) six 4" cast iron area drains with controlled flow strainers on main roof for drainage. There are (1) one each 4" cast iron area drains with nickel brass adjustable flush type strainers for tripping hazard on third and sixth floor roof terraces. There are (2) two 4" cast iron area drain with strainers on second floor open roof areas. The secondary roof drainage is provided with a 4"x4" aluminum scupper drain at the front and rear parapet walls.
- (iii) Skylights: Skylights over common stairs on roof are of 4'x5', 20 square-foot fixed galvanized steel type with single pane plain glass and fixed vent with wire screen installed over and under the skylights. The skylights mounted on 12 inches high steel curb. Skylights are manufactured by B&B Sheet Metal and warrants the skylight materials for a year.
- (iv) Bulkheads: There are stair bulkheads required for the building where the roof pitched less than 20 degrees as per New York City building code. The stair, boiler room, elevator machine room and bulkheads constructed of CMU wall enclosures with EIFS finish. The sub-structure of bulkhead roofs consists of 8" concrete slab and R-25 rigid insulation with built-up bitumen roofing. The elevator bulkhead walls are constructed of cast-in-place concrete shear walls and bulkhead roofs consists of 8" concrete slab and R-25 rigid insulation with built-up bitumen roofing. The stairway access to the roof comply with FC Chapter 10.
- (v) Metalwork at roof levels: There is metalwork done on the roof of building. All the roof fans, boiler flues and gooseneck exhaust vent ducts are made of galvanized steel with rain caps. There are two open tread steel stairs provided, one leads to bulkhead roof and the other leads to elevator overhead machine roof over the shaft. The stairs have steel pipe railing installed at 33 inches high on both sides. The steel stairs and railing are finished with 2-coats of corrosive resistance enamel paint. There is no roof hatch for this project.
- (vi) Rooftop facilities: The rooftop access is designed in compliance with 2014 NYC Fire code, Section FC 504.4 (Rooftop Access). Note: applies to buildings 100' or less in height with flat roofs, for each 12 linear feet of street frontage along roof provide 6'x6' roof perimeter landing, requires 6' wide and 9' high clear path front to back and side to side, fence shall have 3' gate secured by lock/chain cut by bolt cutters, if 2 roof levels that are 6' to 16' in height difference provide ladder, 6' clearance at doors and 3' clearance at ladders, bulkhead would generally need not comply. The rooftop facilities are in compliance per code as shown on roof plan. The outdoor recreation space on roof is described in section 20.7(t) Recreation Facilities.

(8) Fire escapes: There is no fire escape in the building.

(9) Yards and Courts:

There is no rear or side yards proposed on the property. There is no court proposed either.

(10) Interior Stairs:

The common interior egress stairs for residential floors are to be concrete filled steel pan construction with 1" nosing. The stringers are of steel channel size C12x10.3. The treads and risers are of steel. The treads are concrete filled and painted finish. Handrails for stair to be 2'-10" high constructed of 1 ½ diameter round metal tubing and to be painted. The stairs are in compliance with New York City Buildings Code. There are balustrade and handrails in the in the stairs in this project. The wall of the stairs' constructed of poured-in-placed concrete shear walls and with two-hour fire-rating gypsum drywall.

The community facility unit on second floor, stairs:

The community facility unit has two means of egress where one exit out directly from stair to street and the second stair exit through the residential lobby to street. The stairs have steel tubing handrails installed on both sides.

(11) Interior Doors and Frames:

All interior doors to the common stairs, corridors, apartment entrances, garage entrances, refuse chute rooms, boiler room, meters rooms, elevator control rooms, storage room, janitorial room, refuse compactor room and laundry room are to be fireproofed steel doors having a minimum fire rating of one and one-half hour, and with self-closing devices. The roof bulkhead, stair doors are fireproofed steel doors having a minimum fire rating of one and one-half hour, with self-closing devices and weather stripping. All frames are 16gauge steel. All other interior room doors are to be swing type with two-panels solid core pressed type wood. The frames make of wood. Closet doors to be swing type or sliding type, two-panels solid core pressed type wood

(12) Elevator and machine room:

There are two passenger elevators provided. One for residential use and one for commercial use in the building. The residential elevator has eight stops from cellar to roof level. The elevator control room is located above the elevator shaft on the roof. The commercial elevator has two stops from cellar to second floor. The elevator control room is located below the elevator shaft in the sub-cellar.

The residential elevator

Manufacturer - Innovative Elevator

Capacity - 3500 lbs. at speed of approximately 150 feet per minute.

Type of Machine -Gearless Traction

Motor - AC motor-generator set by Manufacturers

Location - Center of building

Control-Micro-Processor vvvf AC

Type of doors - Single Slide steel door

Number of Stops: (8) eight

Number of passenger - (16) sixteen persons

The Smoke detector alarm installed in the elevator shaft area shall detect fire hazard condition.

In the case of fire, the said detector, through the control circuitry and relays, shall cause the elevator cabin to return to the ground floor.

The commercial elevator

Manufacturer - Innovative Elevator

Capacity - 2500 lbs. at speed of approximately 100 feet per minute.

Type of Machine - Hydraulic

Motor - AC motor-generator set by Manufacturers

Location - Center of building

Finishes of Cab -wall - Laminate

-floor - Porcelain tile

-ceiling - White laminate

-lighting - LED lighting installed above ceiling panels

Control - ESI

Type of doors - Single Slide steel door

Number of Stops: (2) two

Number of passenger - (12) twelve persons

The Smoke detector alarm installed in the elevator shaft area shall detect fire hazard condition.

In the case of fire, the said detector, through the control circuitry and relays, shall cause the elevator cabin to return to the ground floor.

(13) Finishes of Cab -wall - Laminate

-floor - Porcelain tile

-ceiling - White laminate

-lighting - LED lighting installed above ceiling panels

20.7(i) Auxiliary Facilities:

- (1) **Laundry Facilities:** No laundry room provided. Each residential unit has a laundry closet provided with electric stacked-up laundry equipment. The dryer exhaust ventilation is ducted through roof terminates at exterior with goosenecks.

- (2) **Refuse Disposal Room:** The building will have a refuse compactor room in the cellar with a compactor equipment. Floors third through sixth consists a refuse intake door and chute for unit owners to discard their refuse directly into the compactor. The compacted refuse will be deposited at the proper location and on scheduled days for pick up by the New York City Department of Sanitation. The trash compactor equipment manufactured by Power Green Compactors, Inc. model# Power-11.5, 125 cubic yard capacity. The compactor is subjected to change. The compactor manufacturer will provide warranty for a year.
- (3) **Bike storage:** There are (15) fifteen bicycles parking stalls provided in the cellar floor by the elevator lobby per zoning regulations. The bike storage area is fenced up with full height steel fencing with lockable gate. The bike rack provided is Grid single sided power coated steel rack. The individual bike owner will be provided with access keys to gate by the sponsor. The individual bike owner will lock his or her bike on the rack with special bike lock for security.
- (4) **Package Room and Storage Room:** There is a package storage room provided in the residential lobby next to the elevator of the building. There is no storage room for unit in the building.

20.7(j) Plumbing and Drainage:

- 1) **Water Supply:** Domestic water supplied with 4" pipe, the fire sprinkler is 6" ductile iron services pipe from the 15" city water main in 146th Street. Water pressure is maintained with (2) 1.5 HP duplex booster pump located in the water/sprinkler room. The manufacturer of pump is Federal Pump Co. model# SP-8030-2. Water usage is billed according to a water meter. The material of water piping within the residential condo units is copper. Hot and cold water piping is to be insulated with ½" Qwens-Corning fiberglass low pressure pipe insulation 7-1/4 pounds per cubic foot density with a maximum K factor of 0.24 at 75 feet per Code requirements. The main shut-off valve is located in the water/sprinkler room in the cellar.
- 2) **Fire protection system:** The building installed with fire protection sprinkler system from cellar floor to roof per New York City Building Code requirement. The sprinkler head is an approved type, the style is sidewall, upright, pendent and concealed heads. All pipes, fittings, elbows meet the requirements of A.S.T.M code. The sprinkler system shall consist of cast iron piping.
- 3) **Water storage tank:** Not applicable.
- 4) **The water pressure at street hydrant is average 48 pounds per square inch.** The domestic water pressure is maintained with a water duplex booster pump manufactured by Federal Pump Co.; model no. SP-8030-2. The manufacturer of pump provides one year limited warranty for parts.
- 5) **Sanitary Sewage System:** The sanitary house line, house trap, and house sewer of first floor through (6) Sixth floors are connected by gravity with 6" cast iron pipe to 10" private sewer in 146th Street. There are duplex sewer ejector pumps required of this project for cellar waste drainage. The manufacturer of the duplex sewer ejector pumps is Federal Pumps; model no. VSAF-4F-1-4. One-year manufacturer warranty is provided for parts.
- 6) **Plumber's Affidavit and Permit:** Plumbing Permit# 421250620-02-PL and obtained in 10/31/2019. Sprinkler permit no. 4PL005234-02-EW SP and obtained in 05/17/2018.
- 7) **Storm Drainage System:** The storm drainage system of the building is required to control by means of detention facilities approved by NYC Department of Environment. All the roof drains shall be 4" cast iron of gravity flow via the cast-iron pipes to (3) three drywells located under cellar slab. There are (6) six 4" roof drains provided on main roof. The roof over 1-story structure at rear consists of (2) two 4" roof drains. All the private roof terraces will receive a 4" roof drain. The bulkhead roof provided with scupper drains with leaders. The catch basins are located at the intersection of Northern Blvd. and 146th Street. The cast iron grating concrete catch basins are in fair condition and maintained by The City of New York. There will be sump pump provide at the elevator pits to ensure a proper drainage if there ever a flood occurred in the cellar where it is the lowest spot on the floor. The sump pumps provided in the elevator pits are manufactured by Little Giant; model no. 511348SWN-50-AS. A one year manufacturer warranty is provided for parts.

20.7(k) Heating System:

- 1) Heating System of all the residential units are with split systems heat pump with air handler installs in ceiling or wall mounts with the outdoor condenser units install on balconies or roof. The ducted split air heating system installed for each apartment living areas are ceiling concealed type. The systems are 42,000BTU, 66,000BTU, 81,000BTU, 24,000BTU, and 18,900BTU air handler and condenser manufactured by "Fujitsu" and one-bedroom units manufactured by "Daikin". The condensing units are professionally install on the balconies and roof. The condensers are install on the steel dunnage of steel framing mounted with sound isolators. The heating system ability to maintain legally required conditions under anticipated weather conditions. The indoor design temperature will be a minimum of 78 degrees F for cooling. The outdoor design temperature will be winter design dry bulb temperature of (47) degrees F. There are total of 62 air handlers for all residential units. The energy efficiency rating of equipment is 9.1/9.6 EER.
- 2) Heating for each commercial and community facility units are with gas-fired rooftop HVAC unit located on second floor roof. The rooftop HVAC equipment manufactured by Trane. The heating system are normally designed to maintain an ambient temperature of 70 Fahrenheit degrees when the outdoor temperature is zero (0) Fahrenheit degree and a fifteen-MPH wind are blowing. The energy efficiency rating of equipment is 81.0% A.F.U.E. thermal. The manufacturer provides 10 year parts / Limited lifetime heat exchanger warranty.
- 3) The residential and commercial lobbies heating with split systems heat pump with air handler installs in ceiling and the outdoor condenser units install on the roof.
- 4) There are miscellaneous electric baseboard heaters used in the common area; hallways, stair bulkhead and cellar water meter room. The electric baseboard heater is manufactured by Indeco with 1500watts capacity each.
- 5) Domestic hot water heater: The hot water supply for each residential unit by four common gas fired hot water heaters installed in the Boiler Room on the roof level. The Hot Water Heater manufacturer is A.O. Smith, model number AT-H3-DV with a 150,000 BTU input. The energy efficiency rating of equipment is 93%. The maintenance of the Hot Water Heater equipment will be the responsibility of condominium. The retail store, offices and community facility units receive tankless Electric hot water heater installed under the lavatories. The manufacturer of the Hot Water Heater is Bosch, model number AE-12 compact. The energy efficiency rating of equipment is 0.95 Energy Factor. The maintenance of the electric Hot Water Heater equipment will be the responsibility of the unit owner. A.O. Smith Corporation and Bosch provides warranties limited to ten (10) years duration for hot water heater or any of its parts.

20.7(l) Gas supply:

The fuel will be natural gas. The gas will be master metered from National Grid with a 4" service pipe and be used for cooking and hot water heaters for residential units. The commercial unit use gas for heating. There are total of (4) four gas meters located in the cellar of the building. Gas piping will be scheduled 40 steel screwed to malleable iron fittings.

20.7(m) Air Conditioning:

- 1) The cooling system for each commercial and community facility units are with rooftop HVAC unit located on second floor roof. The rooftop HVAC equipment manufactured by Trane. The cooling system has a capacity of 4 Ton, 5 Ton and 10 Ton. The maintenance of the air conditioning equipment will be the responsibility of each condominium owners. The outdoor design temperature will be summer design dry bulb temperature of 89 degrees F. The energy efficiency rating of equipment is up to 14.0 SEER. Cooling operating range up to 115 °F (46°C) and down to 25°F (-4°C) using winter start kit. The manufacturer warrants the parts for one year.

- 2) The cooling systems provided for all the residential units design in ability to maintain legally required conditions under anticipated weather conditions. There will be ducted air conditioning system installed for each two-bedroom apartment unit. There will be dustless split air conditioning system installed for each one-bedroom apartment unit. The 36,000 BTU, 60,000 BTU, 72,000 BTU, 22,000 BTU, 18,000 BTU, 12,000 BTU and 9,500 BTU split system with fan console by "Fujitsu", provided for the two-bedroom apartment units. The 12,000BTU and 9,000 BTU split system with fan console by "Daikin" provided for the one-bedroom apartment units. The residential lobby provided with a 9000BTU dustless split air conditioning system installed in the ceiling by Cooper & Hunter. All the condensing units are located on the balconies or on the roof of the building. The Cooling System's ability to maintain legally required conditions under anticipated weather conditions. The indoor design temperature will be a minimum of 78 degrees F for cooling. The outdoor design temperature will be summer design dry bulb temperature of 89 degrees F. The energy efficiency rating of equipment is 11.8/11.2 EER. The manufacturer warrants the parts for five years.
- 3) All rooftop equipment installed on manufacturer steel curb mounting on isolators prevent noise from reverberating. All other outdoor mounting external metal used are galvanized steel including fasteners are of corrosive resistant.

20.7(n) Ventilation:

The kitchenettes, bathrooms and refuse chute room ventilation shall be equipped with vertical ducts in which terminate to the outside air at roof with fans. The exhaust fans manufactured by Greenheck. The corridor ventilation will be supply with ducted roof fan on roof with minimum 50 CFM each corridor including elevator lobby in cellar. The cellar in used for parking and support utility facilities the ventilation meets code and adequacy. The parking attendant booth and meter rooms in cellar is equipped with ducted ventilation for fresh air of 50 CFM. The garage is equipped with an exhaust fan and make up air louvered ventilation which terminate to the outside air at the yard. The cellar garage exhaust with 4700 CFM belt-drive fan by Greenheck. The boiler room on roof equipped with ducted ventilation for fresh air. The noise emission rating for mechanical ventilation device not produce noise levels in excess of 42 decibels, as measured three feet from the noise source at an open door or window of a nearby residence. The fans are located over twenty away from the fans meets code and adequacy.

20.7(o) Electrical System:

All electrical wiring will be installed in accordance with the requirements of the City of New York, Electrical Control Bureau and the New York Board of Fire Underwriters. All electrical wiring will be made of copper with sizes 12, 10, 8, 6, 4 and 2 gage. The building will be provided 2,200 amps, 120/208-volt, 3-phase service connected to the main switch panel to be installed in the cellar meter room. There will be total of (35) thirty-five electrical meters for the building in which one (1) for the common elements and areas usage. The first floor commercial store, offices and community facility provided with 200-amp capacity power. The community facility unit on second floor provided with 400-amp capacity power. The sub-metered service for each residential unit has 100-amp capacity power at nominal 120/208V three-phase four wires in circuit breaker panel. There will be an average of twelve circuits provided per apartment. There is one panel for the public spaces uses. Each panel in residential unit has separate fixtures and convenience outlets installed in accordance with the N.Y.C. Electrical Code including dedicated outlets for air conditioning equipment. The GFCI Receptacles used in moisture areas like bathrooms, kitchens, balconies, terraces and roof areas. The AFCI receptacles provided in bedrooms per codes. There will be no Tamper Resistant Receptacles to be provided in this project. There are no provisions for electricity supply during outages.

Lighting fixtures will be provided in residential units. Each residential unit consists of (2) two or (3) three types of lighting fixture. The living, dining and bedroom LED surface mounted lights by Hampton Bay. The bathroom ceiling lights by Glacier Bay Lighting: wall mounted LED lights. The kitchenette ceiling pendant light by Westinghouse. The balcony and terrace lights shall be Hampton Bay Lighting, wall mounted LED. The commercial stores and community facilities are provided with temporary lighting and the individual unit owner will install the lighting with the interior renovation application.

20.7(p) Intercommunication and/or door signal systems, security closed circuit TV:

There is a video communication intercom system provided, including interlock system, which controls the main entrance from each unit. The intercom system is by "A-phone" model #GF-1C7 or equal with a manufacturer warranty of one year. There will be security closed circuit TV install in the building. There will be cameras installed surrounding the exterior of the building including common areas of the building. There is FIOS cable TV wiring installed for each condominium unit located in the living and bedrooms. The tenants will responsible for the service obtain from the cable company. There will be no master antennae installed in the building.

20.7(q) Public Area Lighting:

The vestibule, lobby, corridors, package room and refuse chute rooms consist of energy-efficient LED lighting and illumination levels of conforming to the standard requirements. The ceiling lights by Lithonia Lighting. The stairways consist of energy-efficient LED lighting and illumination levels conforming to the standard requirements. The lights by Lithonia Lighting with emergency ballast. The boiler room and utility room lights by Lithonia Lighting: surface mounted LED lights with wrap around lens. The front entrance of building facade illuminated by weatherproof LED light fixture, which give illumination of at least two-foot candles with a timer. The wall-mounted LED light fixtures are by LPP Lighting. The parking garages and driveway lights by Lithonia Lighting: surface mounted LED lights with wrap around lens. The meter rooms, storage room and elevator control room lights by Lithonia Lighting: surface mounted fluorescent lights. The public area lighting complies with all applicable codes.

20.7(r) Garages and parking areas:

The parking is located in the cellar floor. The NYC zoning required off street parking of 300 square-feet per space for commercial and 50% factors of total number of dwelling units for residential. The parking provided is attended parking of (30) thirty cars. There are (15) fifteen parking spaces required for commercial use and (15) fifteen parking spaces required for residential use. There is one ADA parking space required per code, since the garage is an attended parking, there is no specific space allocated for person with disabilities. The attendant will move the vehicle for the disabilities person. The driveway ramp is constructed of concrete and the garage floor surface is of exposed brush concrete. The parking stalls are to be striped with traffic yellow paint. The size of parking stalls for mechanical lift is 8'-6" wide by 18'-0" each compliance with section ZR 25-62 of zoning resolutions. A motorized rolled up overhead gate is provided at the driveway entrance, in which, the mechanism is controlled by a remote control where there is a reverse safety mechanism built into the systems. There will be no restriction per zoning requirements imposed on parking. There are (4) four 4" floor drains and one trench drain located at the foot of the car ramp for garage parking drainage in cellar floor. The garage fire protection is with dry valve sprinkler systems installed operated by compressor. The garage equipped with exhaust fan and make up air louvered ventilation in which terminate to the outside air at the yard on second floor. The garage exhaust is 5700 CFM belt-drive fan by Greenheck. The lighting of parking garage and driveways provided manufactured by Lithonia Lighting, surface mounted lights with wrap around lens.

20.7(s) Swimming pool: Not applicable.

20.7(t) Recreation Facilities:

There is an outdoor recreation space provided on the roof at the north side of the building. The floor of the outdoor recreation space is anti-slip outdoor rubber tiles. The size of the facility is approximately 700.0 sq.-ft. The fencing of the outdoor recreation space is 3'-6" high made of galvanized steel and has a minimum dimension of 15'-0" wide. There are three low energy wall mounted lighting fixtures provided for the recreation space. There will be no equipment provided in the outdoor space by the sponsor.

20.7(u) Permits, Inspection:

The following permits listed are required with their respective agencies:

Department of Buildings:

- (1) New Building Construction Permit; 03/17/2017 obtained, Permit# 421250620-01-NB
- (2) Fence Permit; 03/17/2017 obtained, Permit# 421250620-01-EQ-FN

- (3) Foundation Permit; 03/17/2017 obtained, Permit# 421250620-01-FO EA
- (4) Plumber's Affidavit and Permit; 06/26/2017 obtained, Permit# 421250620-02-PL
- (5) Sprinkler Permit; 05/17/2018 obtained, Permit# 4PL005234-02-EW SP
- (6) Fire Department permits:

Department of Highways:

- (1) Crosswalk Use Permit;
- (2) Roadway Paving Permit;
- (3) Sidewalk Paving Permit;
- (4) Curb Work Permit;

Department of Environmental Protection:

- (1) Sewer Connection Permit;
- (2) Department of Water Supply, G.T.E.:
- (3) Water Tap Permit;

After the building is in operation; the recurring inspections will be:

- (1) The annual elevator inspection;
- (2) The RPZ valve Backflow Preventer inspection;
- (3) Fire alarm inspection;

20.7(v) Violations:

There are Violations exist on this property. The conditions that caused the issuance of the Class 1 violation is due to the changed of insulation material types without amendment and approval from DOB at the time of inspection. The violation was issued on 12/27/2018, the work required to cure and resolve the violation before the final sign-off. The sponsor will cure any outstanding violation prior to closing.

20.7(w) Unit Information for building:

Residential Unit/Room Schedule

	1-Bedroom		2 Bedroom				
	No. of Apts.	No. of Rms.	No. of Apts.	No. of Rms.	Total No. of Apt.	Total No. of Rms.	Ceiling height
1st Floor	0	0	0	0	0	0	8'-2" Com.
2nd Floor	0	0	0	0	0	0	8'-2" Com.
3rd Floor	7	24.5	1	4.5	8	29.0	8'-2" Resid.
4th Floor	6	21.0	2	9.0	8	30.0	8'-2" Resid.
5th Floor	6	21.0	2	9.0	8	30.0	8'-2" Resid.
6th Floor	3	10.5	3	13.5	6	24.0	8'-2" Resid.
TOTAL:	22	77.0	8	36.0	30	113.0	

- (1) For walls and ceilings painting, use Fresh Start Premium Primers and two coats of Premium grade paint.
- (2) There is no carpet used for this project.

Local Law 58 (Handicapped Access Law):

This building is designed to comply with NYC Handicapped Access Law. The primary Entrance of the building is accessible by people having physical disabilities with a wheelchair. All usable or adaptable spaces are safe environment for all people having physical disabilities.

20.7(x) (i) Finish Schedule of interior spaces:

Abbreviations:

CONC – Concrete
 GWB – Gypsum Wall Board
 MRB – Moisture Resistant Board
 PNT – Painted

CT – Ceramic Tile
 HW – Hard Wood
 WCB – Waterproof Cement Board
 PT - Porcelain Tile

(1) Finish Material Used:

Note: No materials containing asbestos are to be used in this construction.

Use / Location	Sub-Floor	Floor	Walls	Ceiling
Residential Units (3rd, 4th, 5th, & 6th Floors):				
Living/Dining Room:	CONC.	HW	GWB/PNT	GWB/PNT
Kitchenette:	CONC.	CT	GWB/PNT	GWB/PNT
Bedroom:	CONC.	HW	GWB/PNT	GWB/PNT
Bathroom:	CONC.	CT	CT	GWB/PNT
Closets:	CONC.	HW	GWB/PNT	GWB/PNT
Hallway:	CONC.	HW	GWB/PNT	GWB/PNT

Hard wood floor is of #2 pre-finished Oak 4" wide by Bruce model# CB1530, installed with ¾" thick plywood underlayment. The manufacturer provides limited products warranty for a year.

(2) Bathroom Fixtures:

Water Closet (for all units)

Make: Fine Fixture Model: MOTD12W Material: Vitreous china Color: White

Bath tub (for all units)

Make: Fine Fixture Model: BT104 Material: Fiberglass Color: White

Wash Basin (for all units)

Make: Fine Fixture Model: WH1917 Material: Porcelain Color: White

All bathrooms will have the following:

- Ceramic tile floors;
- Walls will have ceramic tile full height at all area,
- Wood veneer cabinets with faucet by Delta;
- Medicine cabinet with mirror, towel bar, soap dish at tub and toilet paper holder.

(3) Kitchen Equipment:

Gas Range

Make: GE Model: JGR6453EKSS/equivalent Material: Stainless Steel

Refrigerator

Make: GE Model: GDE21ESKSS/equivalent Material: Stainless Steel

Dishwasher

Make: N/P

Range Hood

Make: GE Model: KU30PRO1XV / equivalent Material: Stainless Steel

Washer Dryer

Make: Bosch Model #WTG86401UC Material: Steel White

All kitchen faucets to be Delta single lever or equal with the pressure balance as per code;

All kitchen sinks to be stainless steel

The sponsor will provide Kitchen cabinets (base and wall cabinets) and culture marble counter tops.

Cabinets and tops subject to change.

(4) Commercial toilet:

ADA complying Water Closet

Make: Briggs Model: 7008 Material: Vitreous china Color: White

ADA complying Wash Basin

Make: Briggs

Model: 6619

Material: Vitreous china

Color: White

Finish Schedule of spaces other than residential units:

LEVEL	ROOM	SUB-FLOOR	FLOOR	WALLS	CEILING
<u>Residential</u>	Corridor	CONC.	CT	GWB/PNT	GWB/PNT
<u>Floor</u>	Vestibule/Lobby	CONC.	PT	GWB/PNT	GWB/PNT
	Refuse chute	CONC.	CT	CONC.	GWB/PNT
	Utility/Mech. Room	CONC.	CONC.	CONC.	GWB/PNT
	Storage/Jan. Room	CONC.	CONC.	GWB/PNT	GWB/PNT
	Stairs	CONC.	PNT	GWB/PNT	GWB/PNT
	Bicycle storage	CONC.	CONC.	GWB/PNT	GWB/PNT
<u>Commercial Stores/Offices/School</u>	Open area	CONC.	CONC.	GWB/PNT	GWB/PNT
	Toilet	CONC.	CT	CT	GWB/PNT

20.7(y) Fire or Smoke Alarm and Carbon Monoxide Devices:

There will be minimum one ionization type smoke and carbon monoxide detector installed in each bedroom area and outside of bedroom doors. There is a fire smoke alarm system installed in the building. The FA central station is installed by the residential lobby area and community facility lobby.

Controlled Inspections: Controlled Inspections to be performed by PSI Agency INC, located at 990 Westbury Rd, Westbury, New York 11590. The company for controlled Inspections is subjected to change.

20.7(z) General information required: See attached condominium plans.

20.7(bb) Further Development:

There will be no further development anticipated for this project.

As stated on the cover page of this report, the information contained herein is based upon the architectural construction drawings, shop drawings, physical inspections of site and items noted upon such drawings. All information concerning the structural element of the project were furnished by Yu Engineer, PLLC, Structure Engineer, located at 71-59 160th Street, Apt#5C, Fresh Meadows, NY 11365.

Upon conversion, the following documents required to be transferred hand to the condominium board:

- i. The final As-built drawings;
- ii. The operation and maintenance manuals for all mechanical systems;
- iii. All specified warranty.

20.7(cc) Asbestos: This is a new building, has no asbestos content.

20.7(dd) Lead-based paint: This is a new building, has no lead-based paint content.

General Comments:

Although the Sponsor intends to use fixtures, appliances, equipment and materials described herewith, it reserves the right to substitute fixtures, appliances, equipment and materials of equal or better quality.

The buildings and site will be constructed in accordance with the New York City Building Code, the Multiple Dwelling Law, the New York City Zoning Resolution and all applicable authorities and in accordance with the plans and applications on file with the Department of Buildings of the City of New York.

As a Special Risk(s):

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

Unit Owners must notify the Managing Agent in writing when a Child or Children under the age of Eleven (11) years lives or resides (even temporarily) in the Unit. Each Residential Owner shall install at Residential Owner's expense, the required Window Guards in all windows of the Unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent.

In the event that certain conditions in the building(s) cannot be adequately evaluated by a visual examination, the Department of Law may, in its discretion, direct that an independent engineer or testing laboratory be retained to perform such tests or monitoring as may be necessary in order to make adequate disclosure. Conditions which may require additional testing or monitoring include, but not limited to: settlement, masonry cracks, rusting of structural steel, adequacy of concrete cover, fire stopping, etc. Test results must be reported in the offering plan or in an amendment thereto.

For this proposed Building, the occupied roof terrace use for outdoor recreation on roof is designed in accordance with the NYC Construction Codes where specifically permitted. The outdoor recreation space is indicated on the PW-1A form the same way other floors are indicated so that the information will be reflected on the Certificate of Occupancy.

Prepared by:



Chang Hwa Tan, R.A., AIA for
Tan Architect P.C.

DATE: 08/03/2021
REVISED DATE: 03/12/2022

PROPOSED DRYWELLS (TYP. FOR 3)
AT CELLAR (SEE SITE
CONNECTION PROPOSAL PLAN
ID #2281)

87.50'

PARALLEL WITH 146th STREET

C1-2 IN R6

R7-1

30'-0"

38'-4"

REAR YARD

1 STORY

2 STORY

5 STORY

100.00'

PARALLEL WITH 15th AVENUE

PARKING AREA

70'-0"

PARALLEL WITH 35th AVENUE

100.00'

61'-8"

PROPOSED A 6 STORY
30 UNITS MIXED USE
RESIDENTIAL BUILDING

BULKHEAD ROOF

H# : 35-20

LOT# : 39

F.F.E.L 66.55

NB#421250620

6 STORY

6 STORY

5 STORY

5 STORY

5 STORY

19'-2"

20'-8"

7'-8"

20'-8"

19'-0"

EL66.54

87.50'



EL66.

PLOT PLAN

SCALE: 1/16"=1'-0"

BLOCK: 5003

LOT #: 39

HOUSE #: 35-20

ZONING DISTRICT: R6/C1-2

MAP: 10c

LOT AREA: 8,750 SQ.FT.

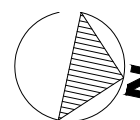
CONSTRUCTION CLASS: IB

NOTE: ELEVATIONS REFER
TO NAVD88 DATUM

BASEPLANE CALCULATION:
BASED ON EXISTING GRADE
AT PROPERTY LINE AS PER
SURVEY
 $(66.54 + 66.55)/2 = 66.55$

SITE PLAN

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.

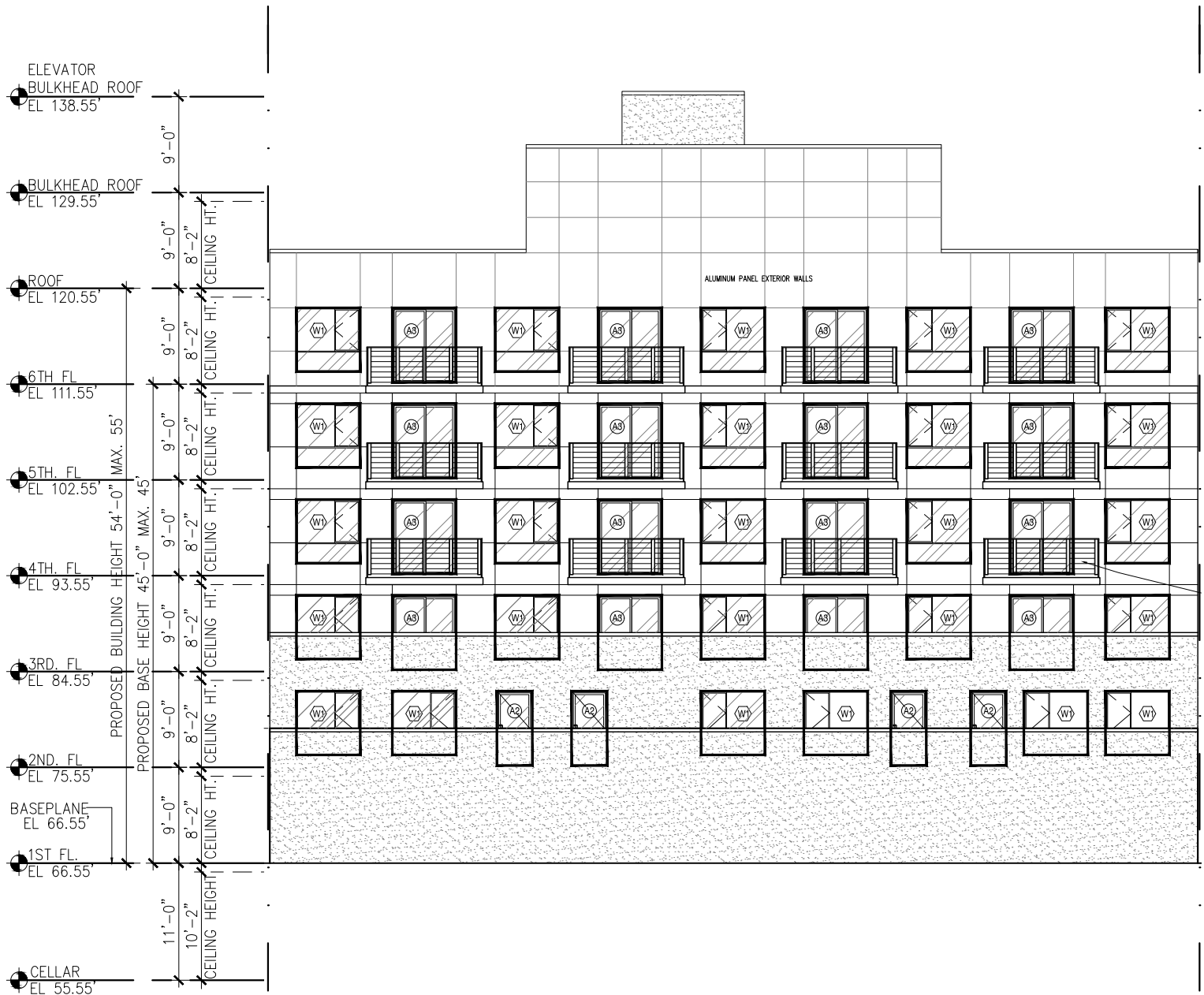




FRONT ELEVATION (146th STREET)



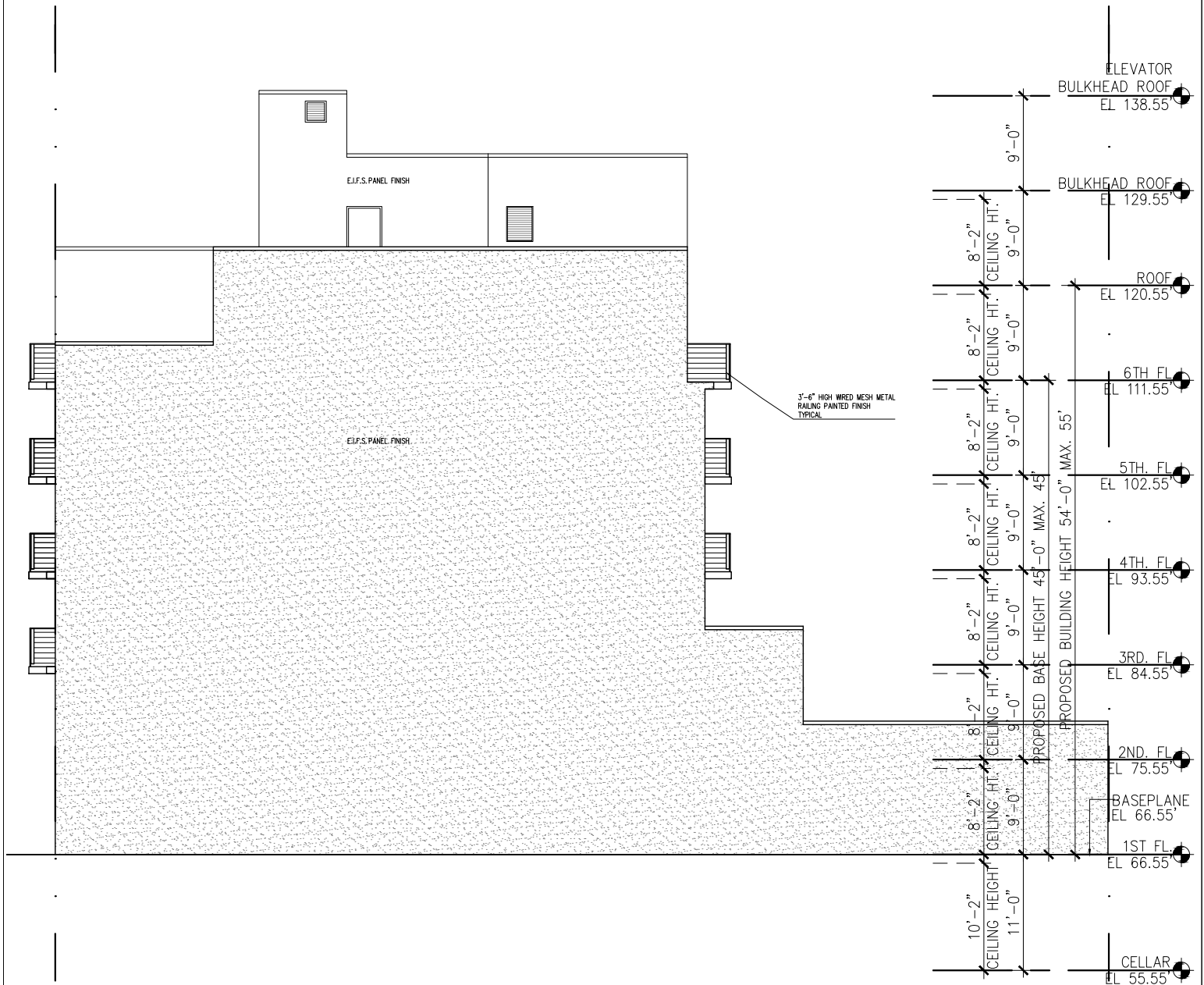
All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.



BUILDING ELEVATION (REAR)



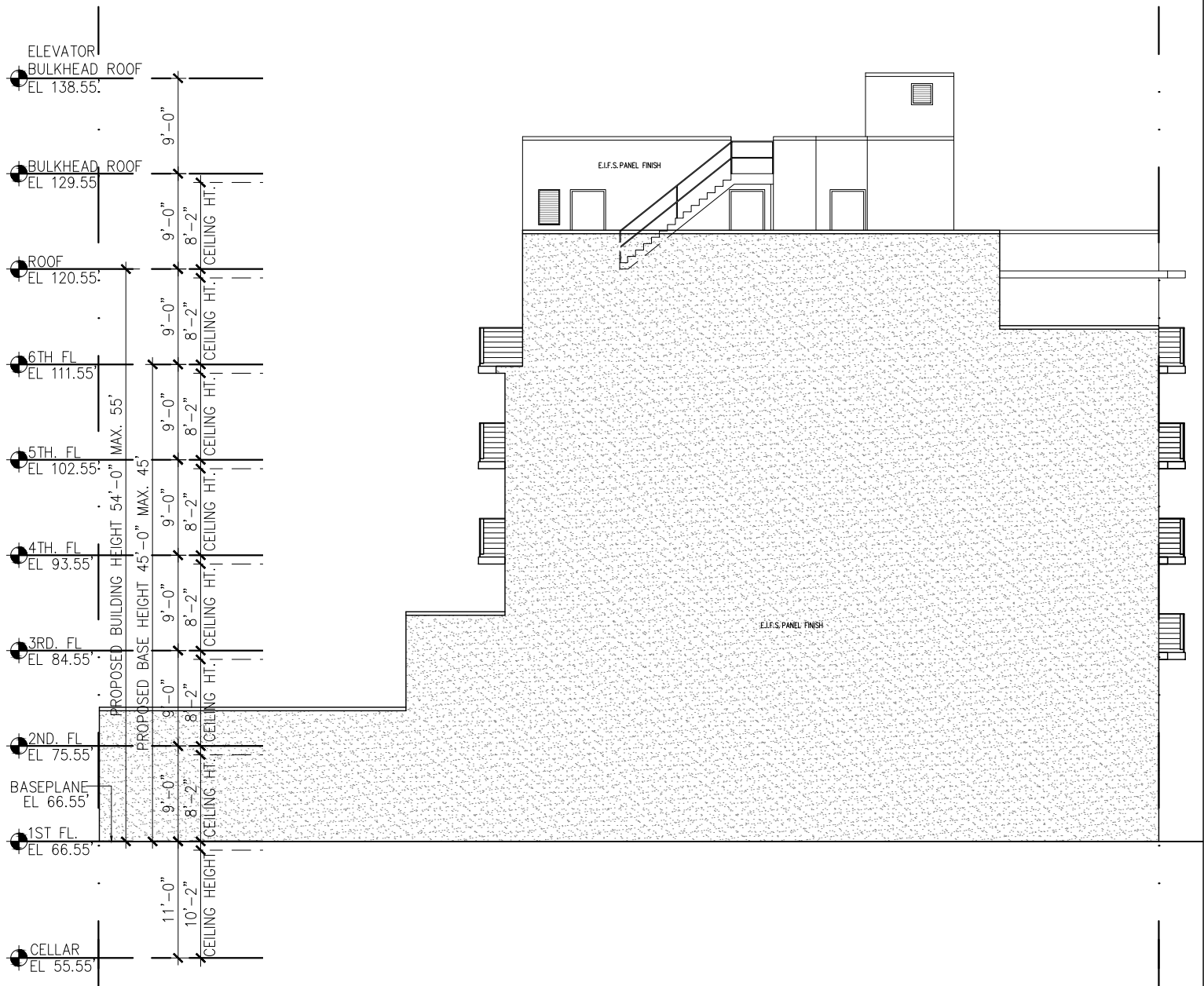
All dimensions are approximate and are subject to normal construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.



SIDE ELEVATION



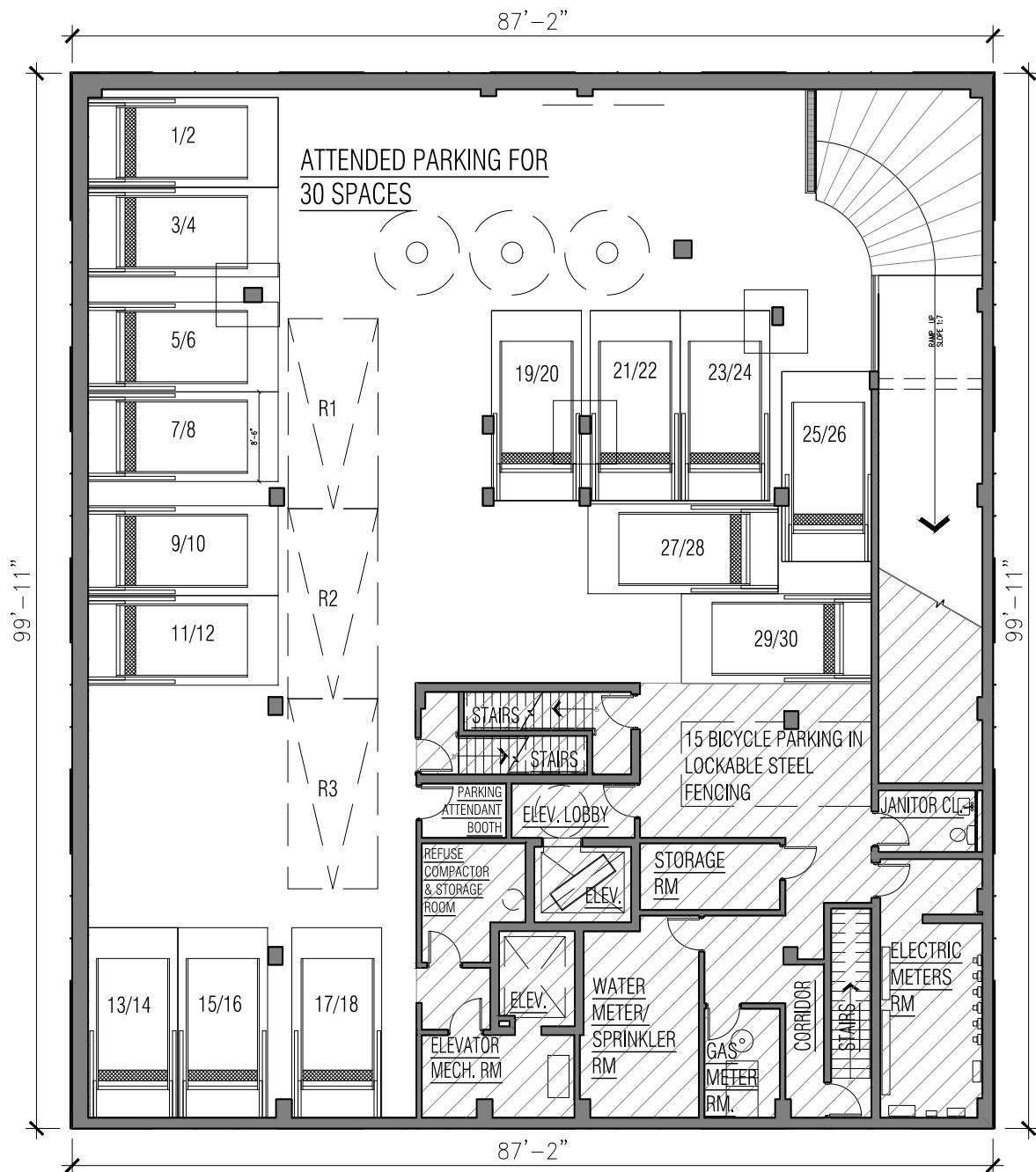
All dimensions are approximate and are subject to normal construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.



SIDE ELEVATION

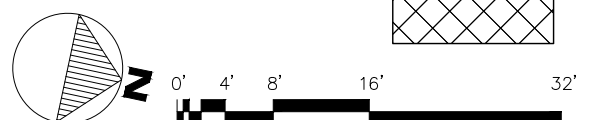


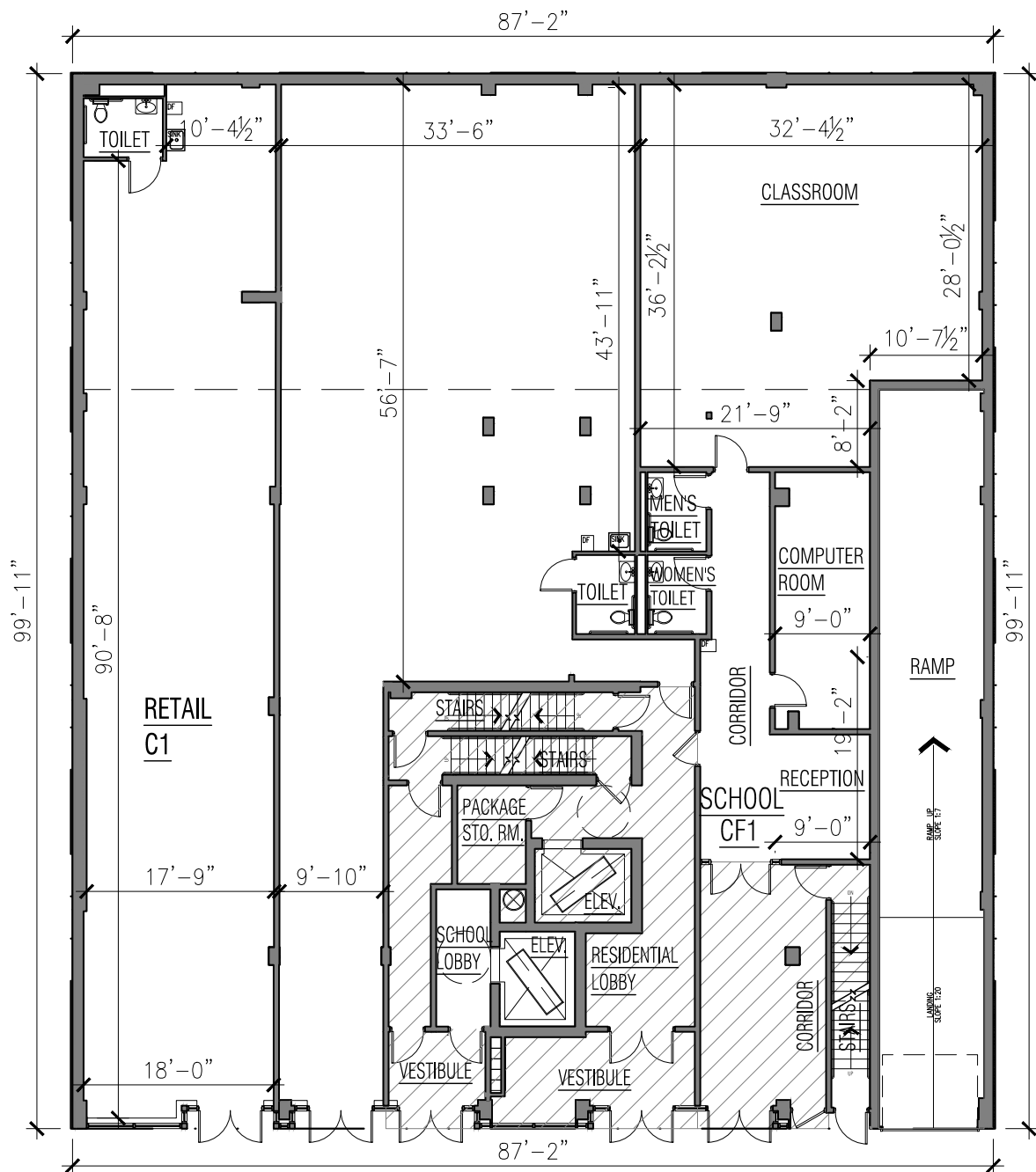
All dimensions are approximate and are subject to normal construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.



CELLAR FLOOR PLAN

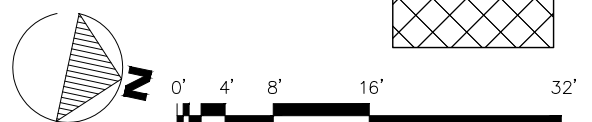
All dimensions are approximate and are subject to normal construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.

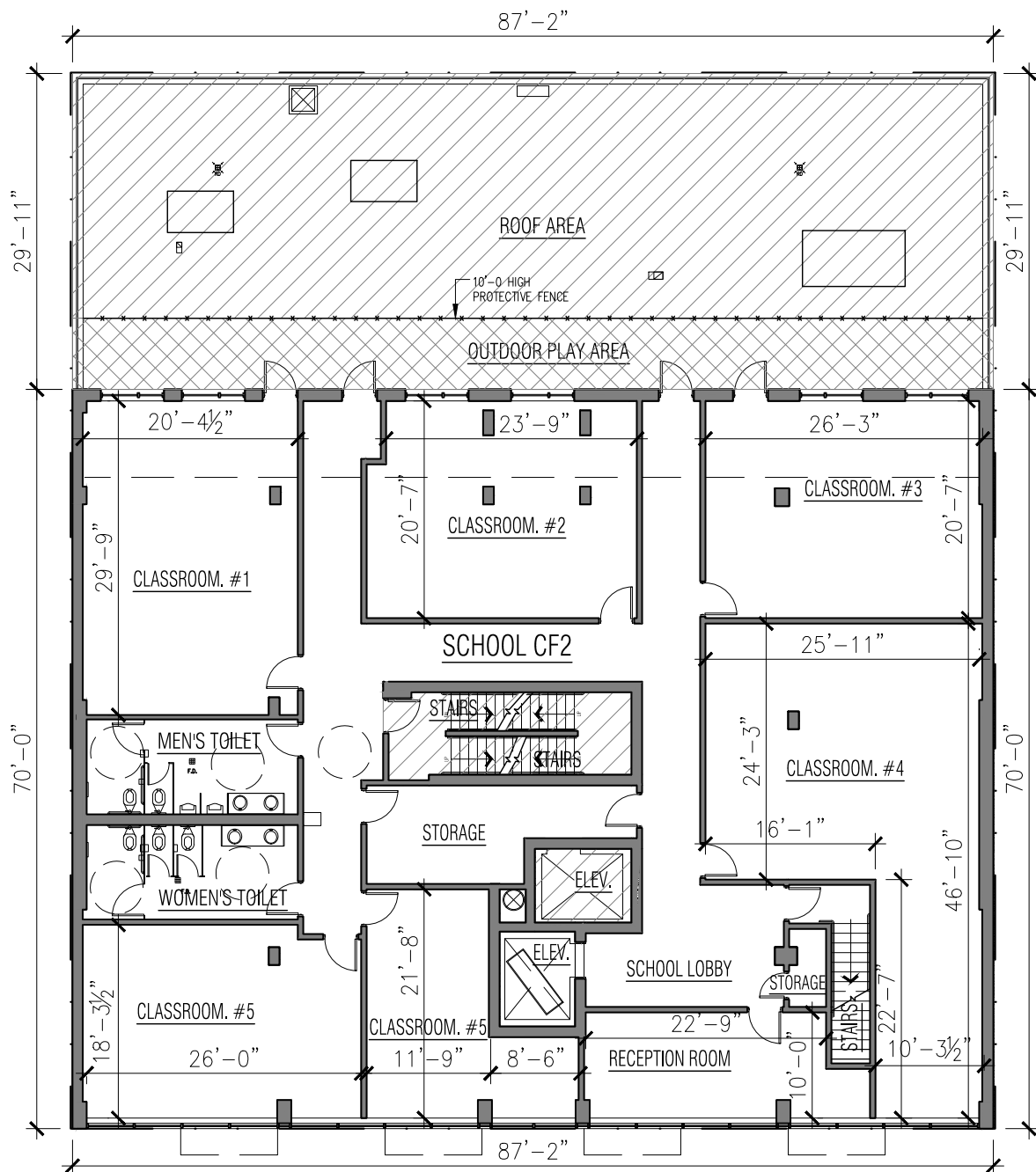




FIRST FLOOR PLAN

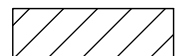
All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.





LEGEND:

COMMON ELEMENT

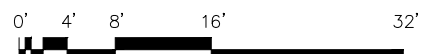
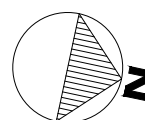


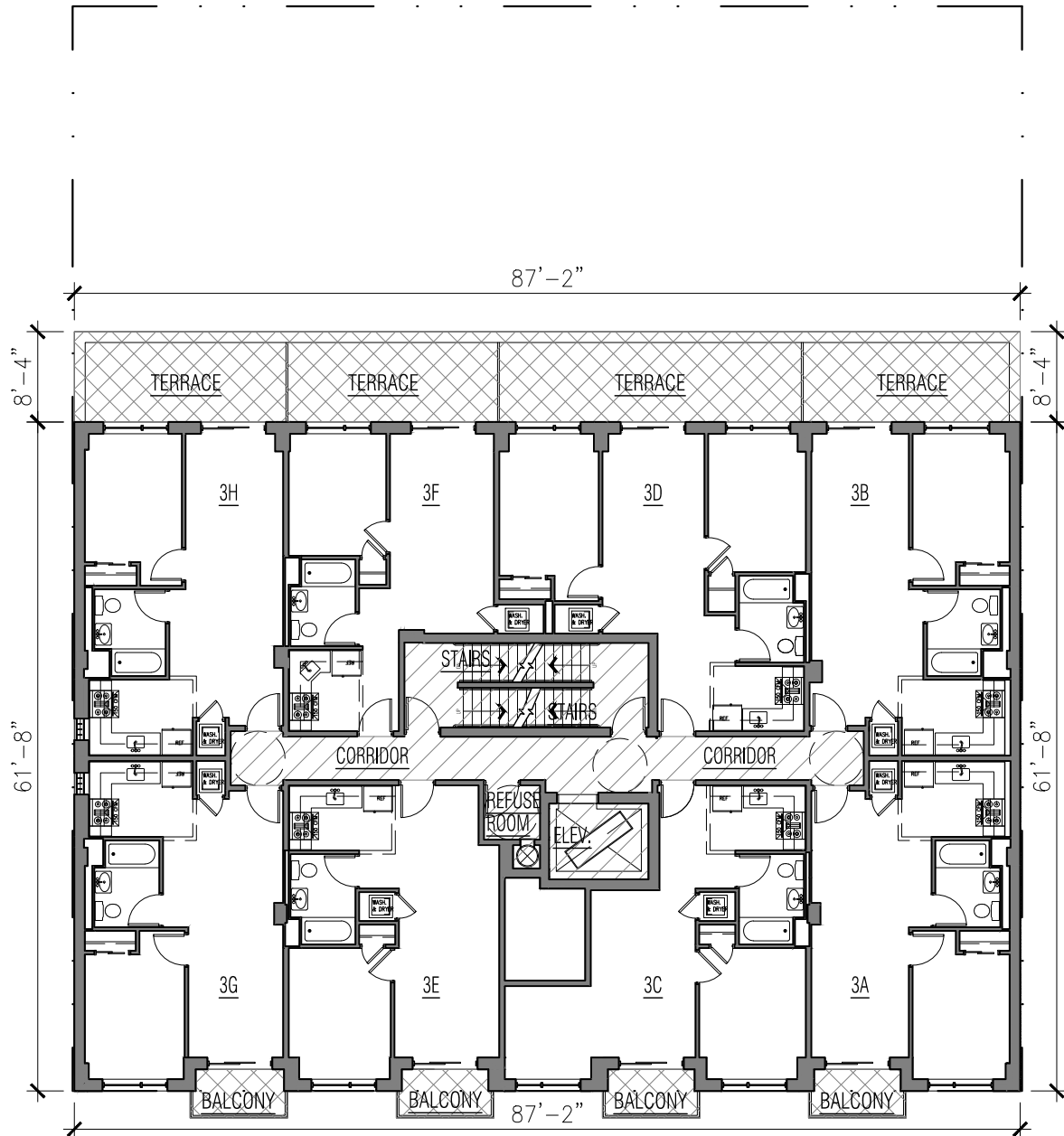
LIMITED COMMON ELEMENT



SECOND FLOOR PLAN

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.





LEGEND:

COMMON ELEMENT

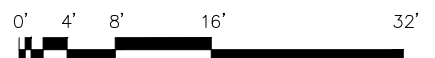
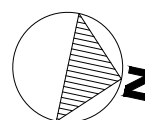


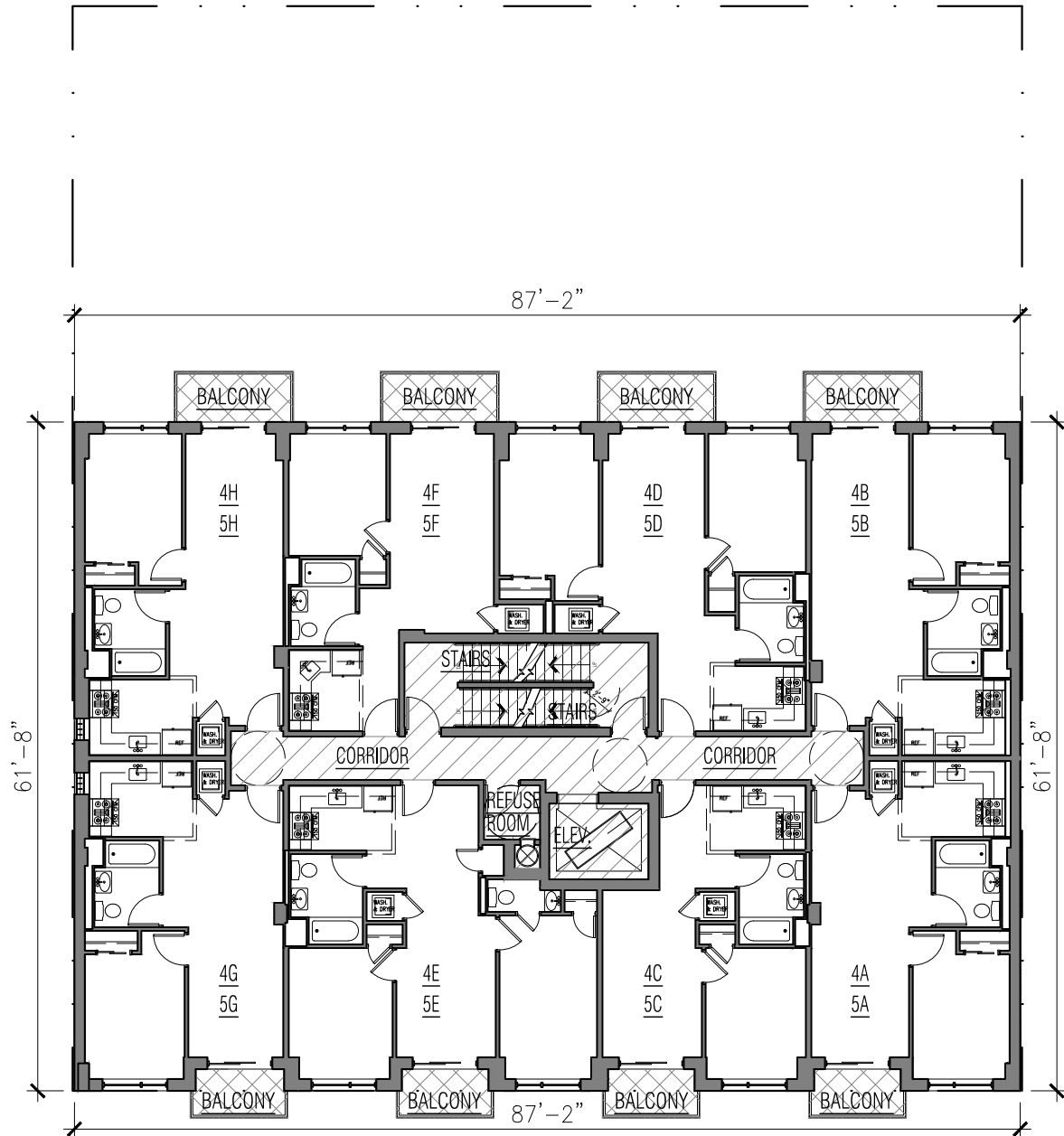
LIMITED COMMON ELEMENT



THIRD FLOOR PLAN

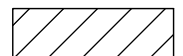
All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.





LEGEND:

COMMON ELEMENT

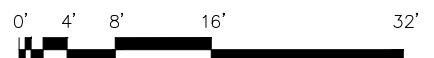
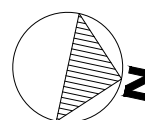


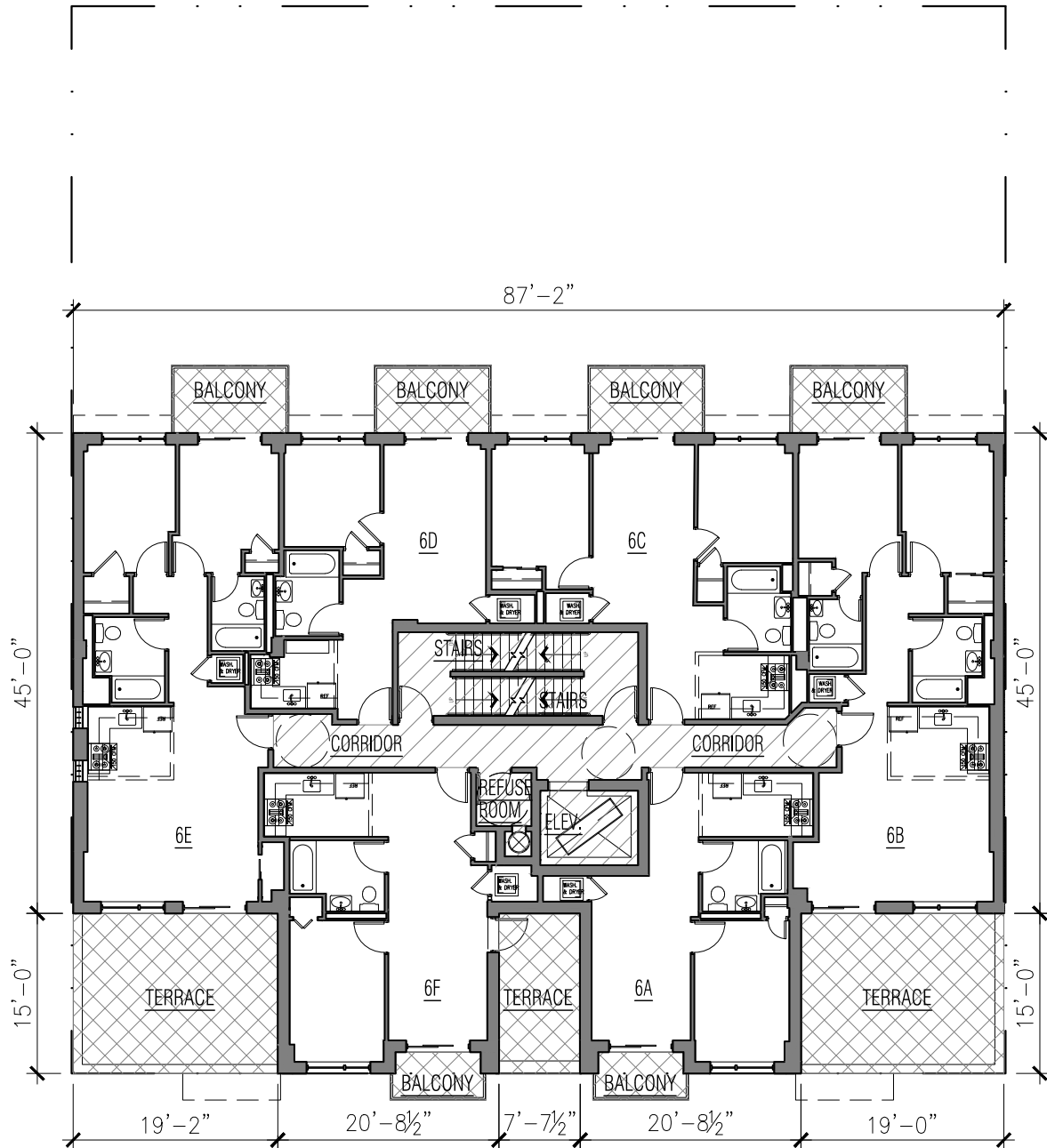
LIMITED COMMON ELEMENT



FOURTH & FIFTH FLOOR PLAN

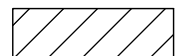
All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.





LEGEND:

COMMON ELEMENT

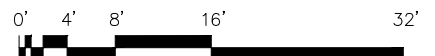
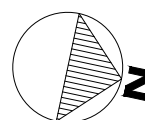


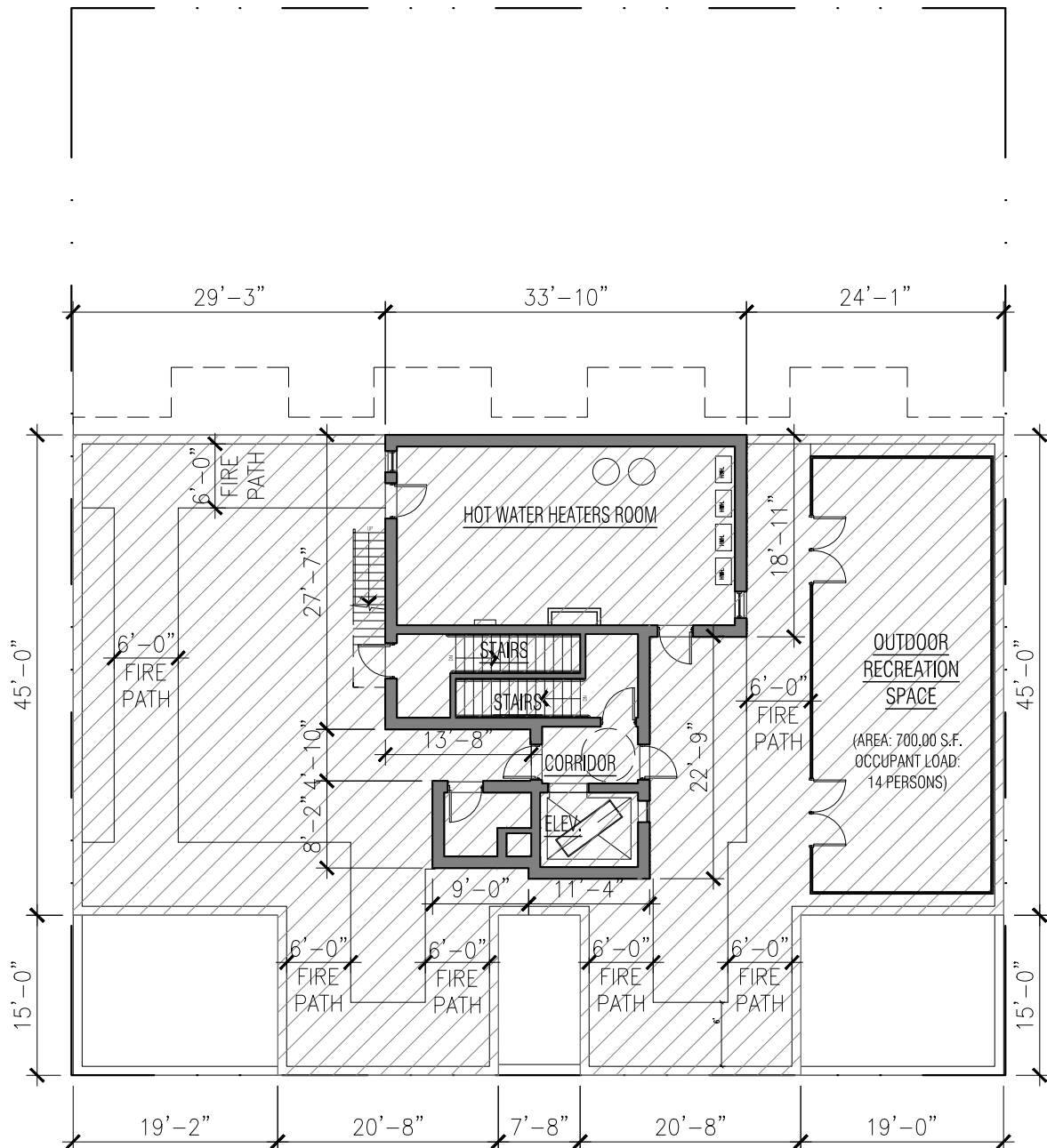
LIMITED COMMON ELEMENT



SIXTH FLOOR PLAN

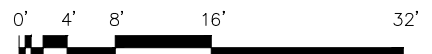
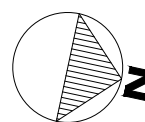
All dimensions are approximate and are subject to normal construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.





ROOF PLAN

All dimensions are approximate and are subject to normal construction variances and tolerances.
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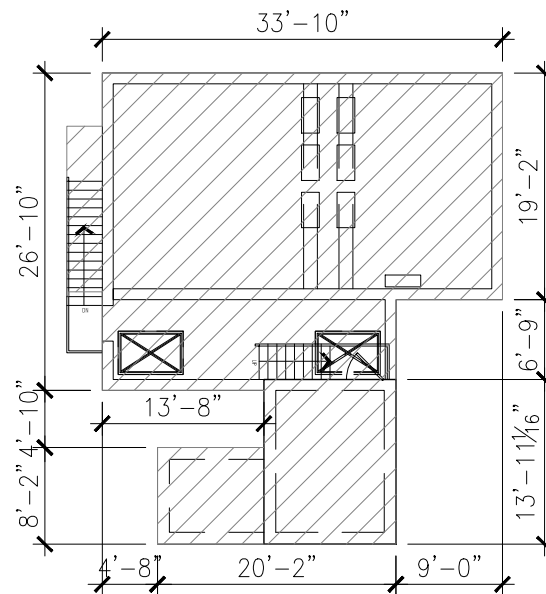
LEGEND:

COMMON ELEMENT



LIMITED COMMON ELEMENT



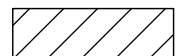


BULKHEAD PLAN

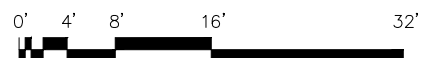
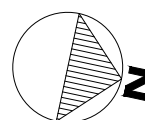
All dimensions are approximate and are subject to normal construction variances and tolerances.
 Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.

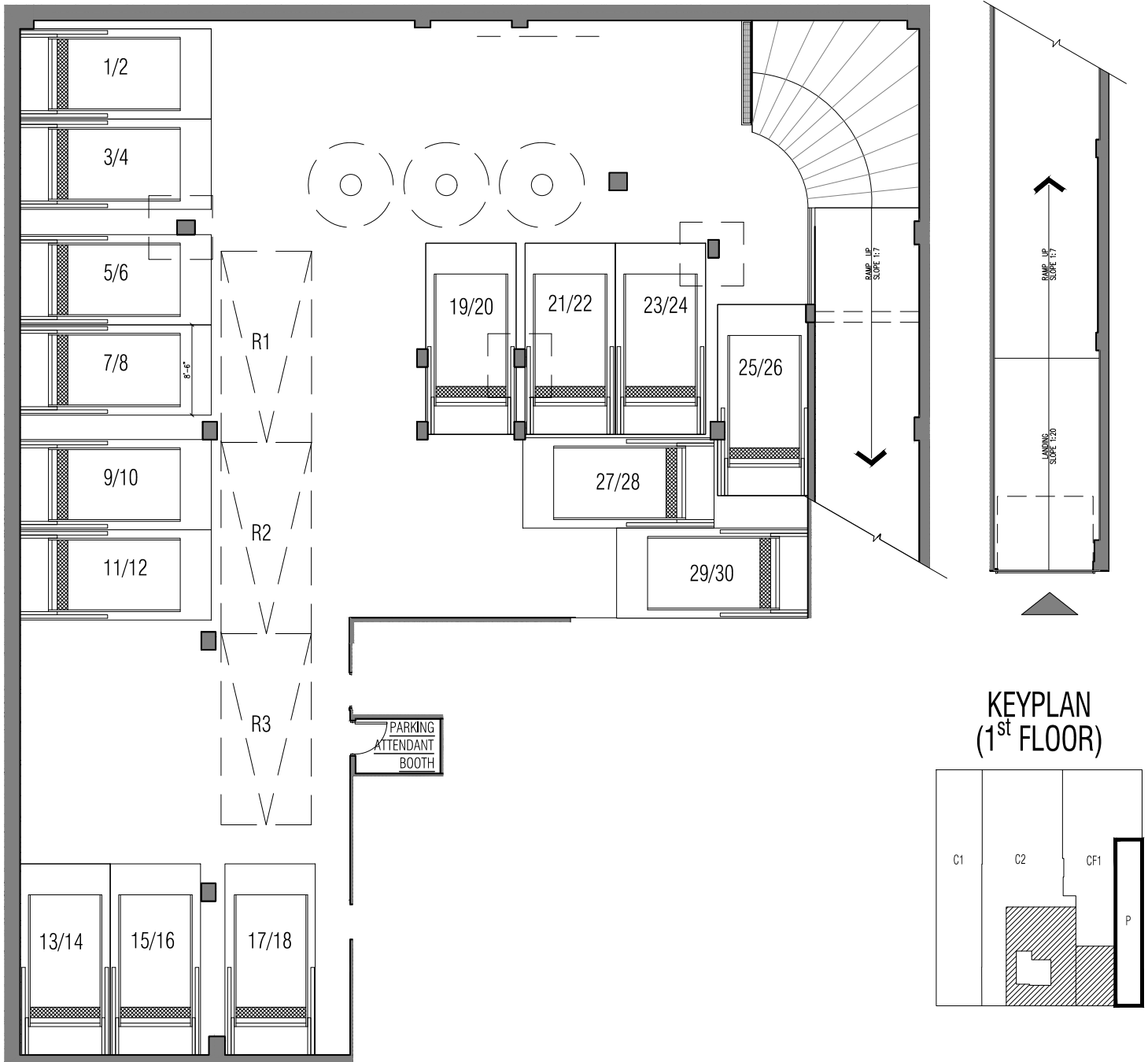
LEGEND:

COMMON ELEMENT

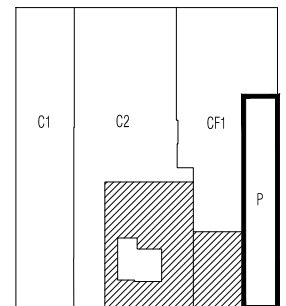


LIMITED COMMON ELEMENT

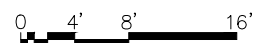
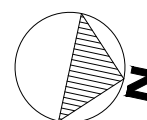
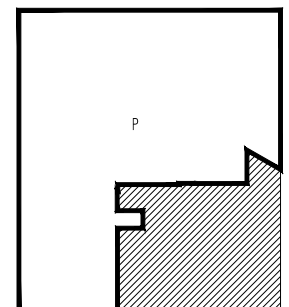




KEYPLAN
(1st FLOOR)



KEYPLAN
(CELLAR)

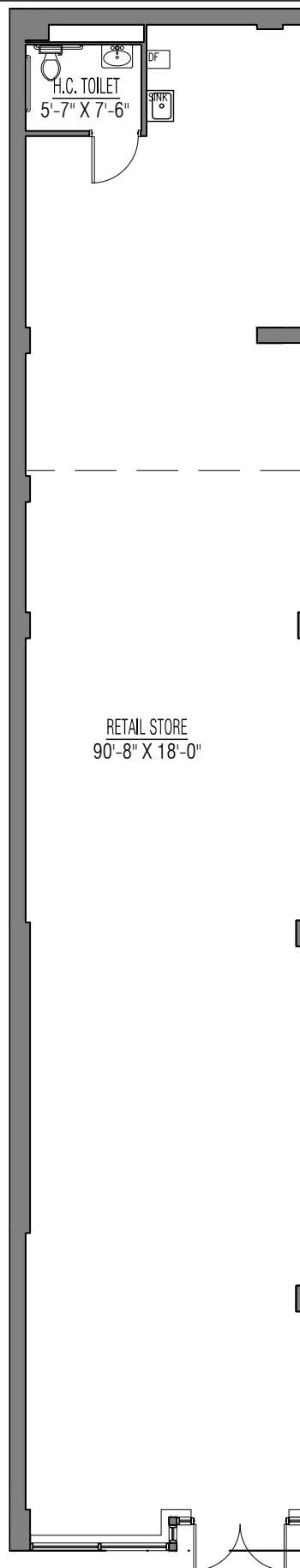


UNIT-P: ATTENDANT PARKING

1st FL. RAMP IN CONJUNCTION W/
CELLAR ATTENDANT PARKING

APPROX. CELLAR PARKING AREA: 6,164.0 S.F.
APPROX. 1st FL. RAMP AREA: 792.0 S.F.
APPROX. TOTAL FL. AREA: 6,956.0 S.F.

All dimensions are approximate and are subject to normal construction variances and tolerances.
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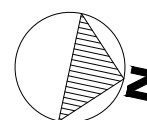
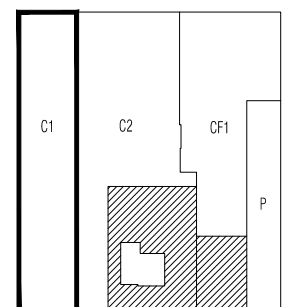


UNIT-C1: RETAIL STORE

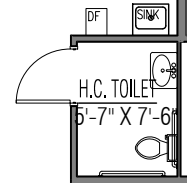
APPROX. FLOOR AREA: 1,938.0 S.F.

All dimensions are approximate and are subject to normal construction variances and tolerances.
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KEYPLAN

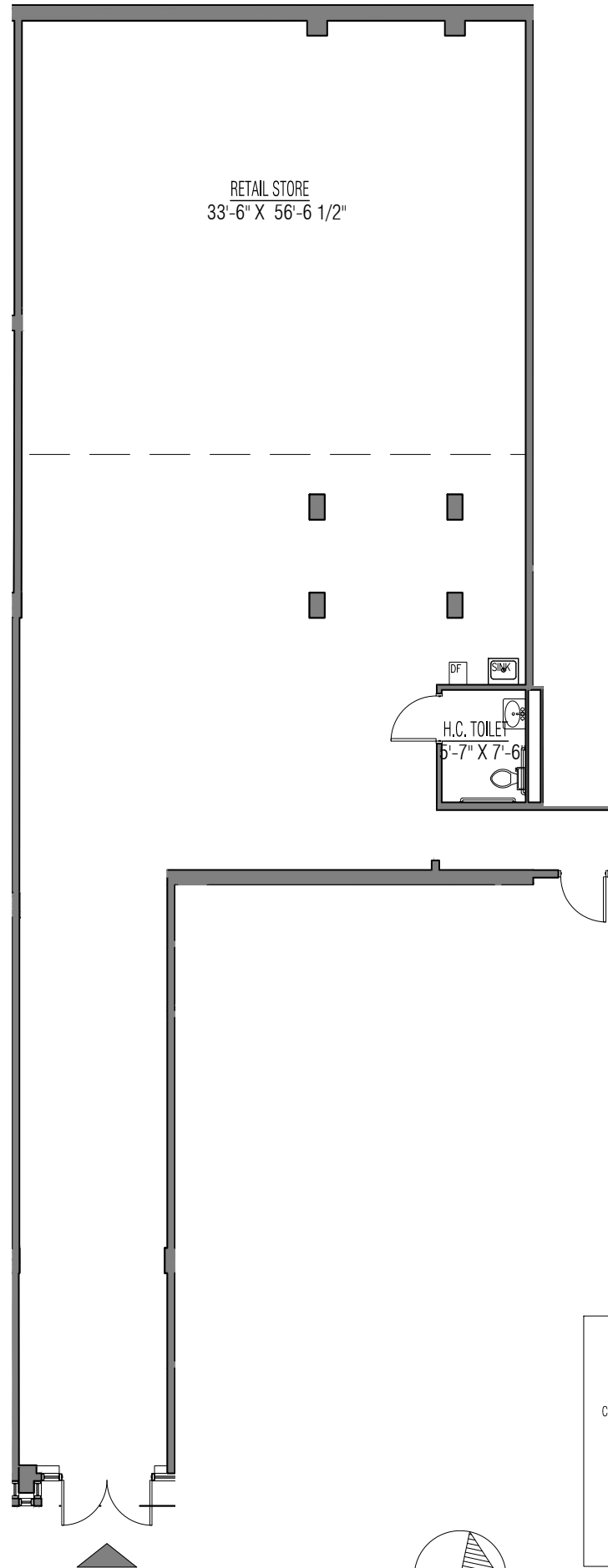


RETAIL STORE
33'-6" X 56'-6 1/2"

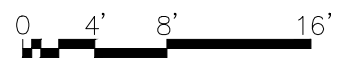
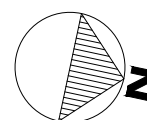
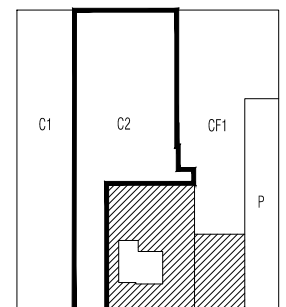


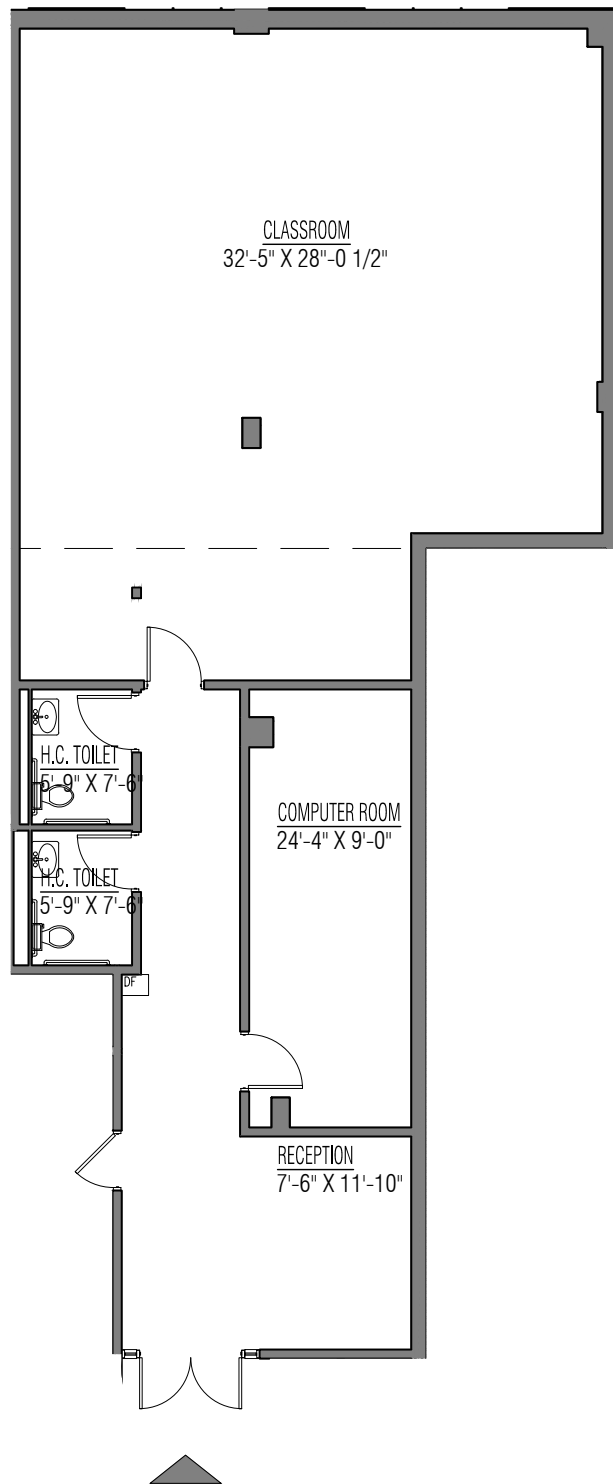
UNIT-C2: RETAIL STORE

APPROX. FLOOR AREA: 2,440.00 S.F.



KEYPLAN



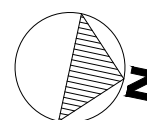
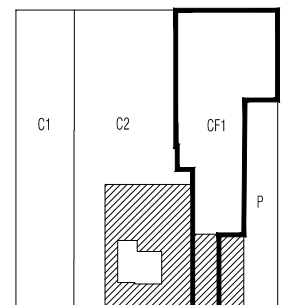


UNIT- CF1: SCHOOL

APPROX. FLOOR AREA: 1,773.0 S.F.

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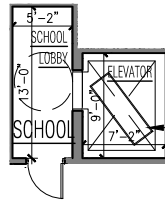
KEYPLAN



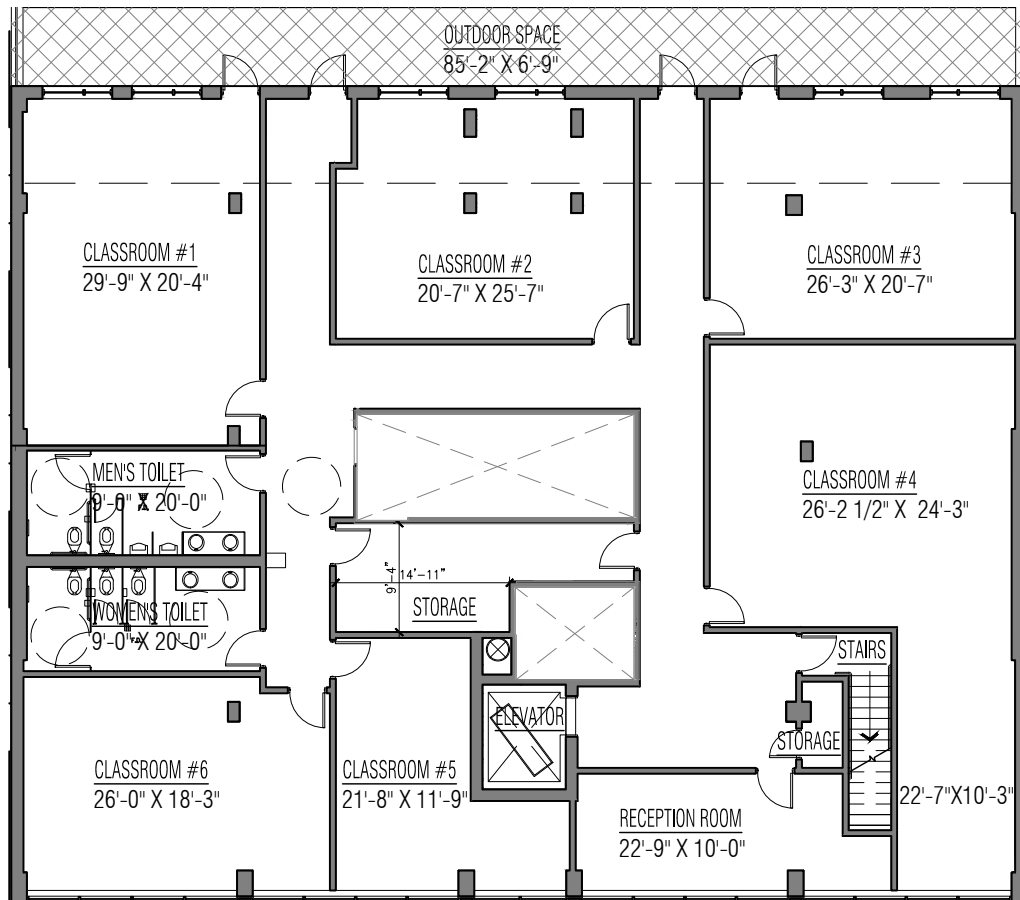
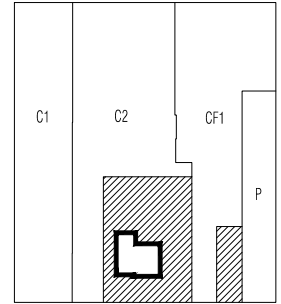
0 4' 8' 16'

DATE: 08/03/2021
 REVISED DATE: 03/12/2022

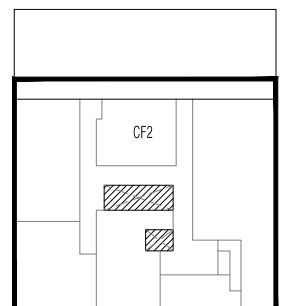
KEYPLAN



FIRST FL. SCHOOL LOBBY & ELEVATOR IN
 CONJUNCTION WITH UNIT CF2



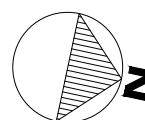
KEYPLAN



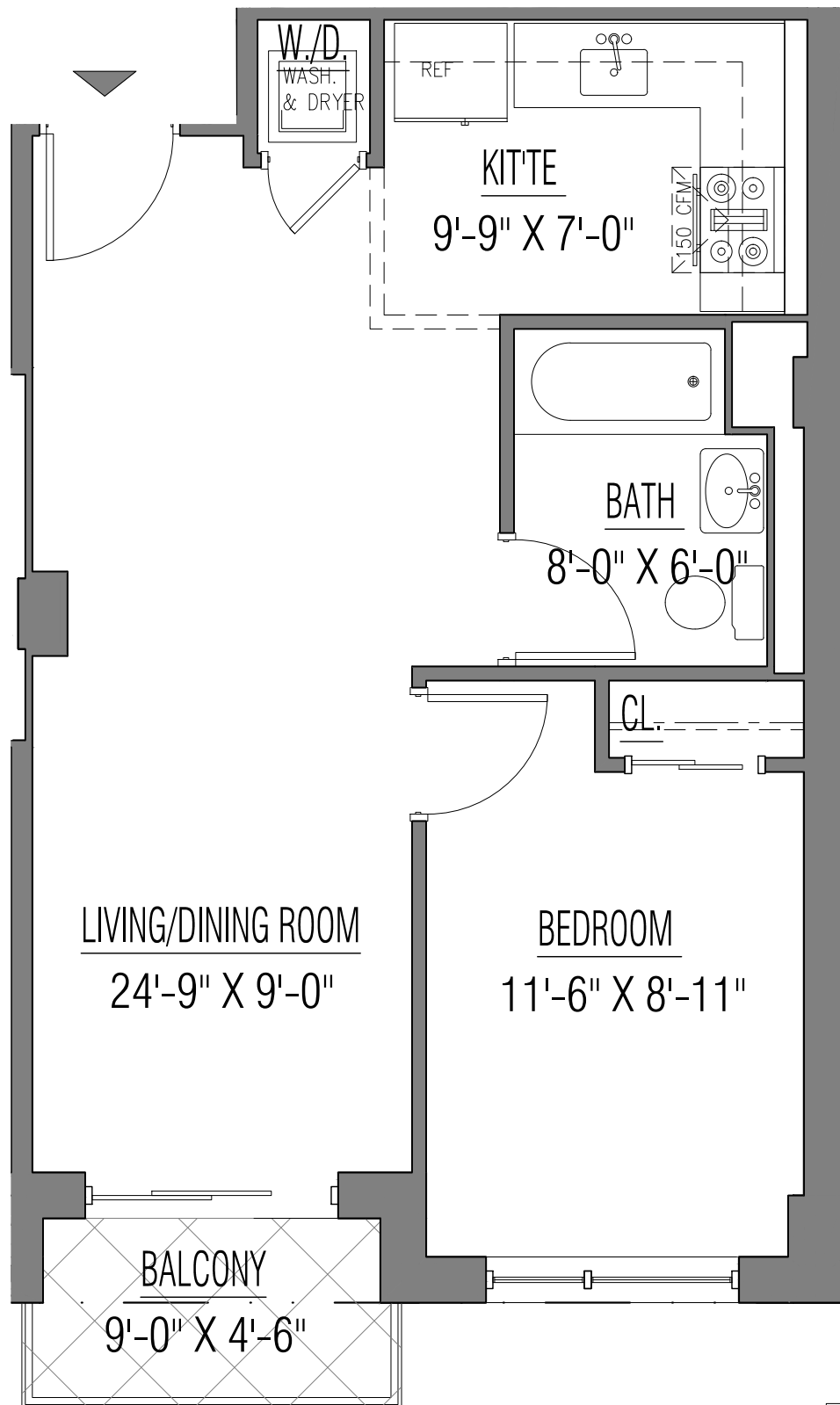
UNIT- CF2: SCHOOL

APPROX. 1ST FLOOR AREA: 159.0 S.F.
 APPROX. 2ND FLOOR AREA: 5,934.0 S.F.
 APPROX. OUTDOOR SPACE AREA: 575.0 S.F.
 TOTAL APPROX. FL. AREA: 6,668.0 S.F.

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0' 4' 8' 16' 32'



UNIT- 3A:

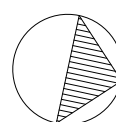
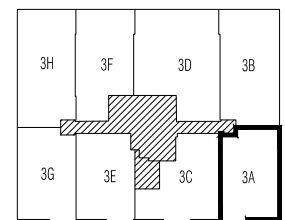
1 BEDROOM

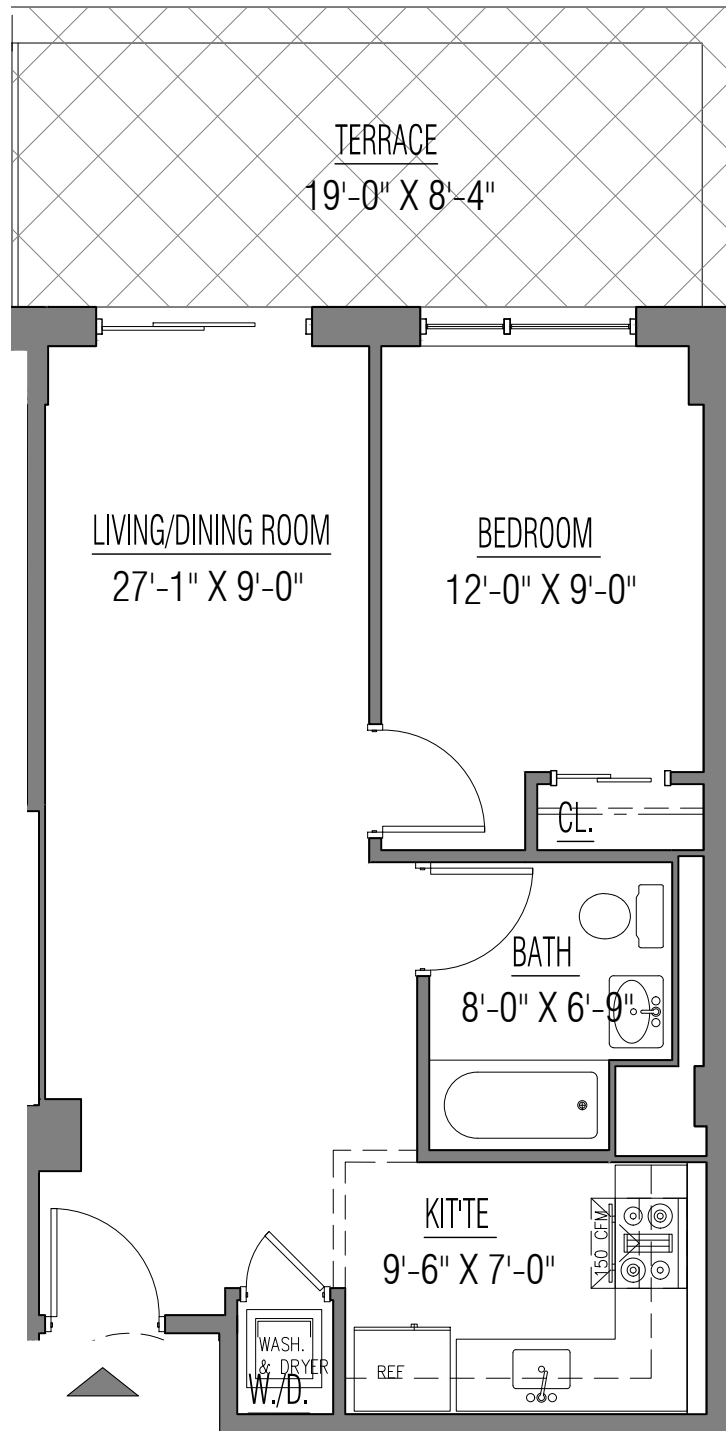
APPROX. FLOOR AREA: 567.0 S.F.

APPROX. BALCONY AREA: 40.0 S.F.

TOTAL APPROX. FL. AREA: 607.0 S.F.

KEYPLAN





UNIT- 3B:

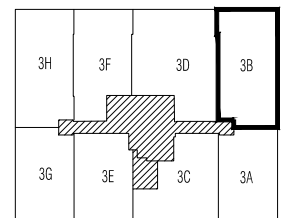
1 BEDROOM

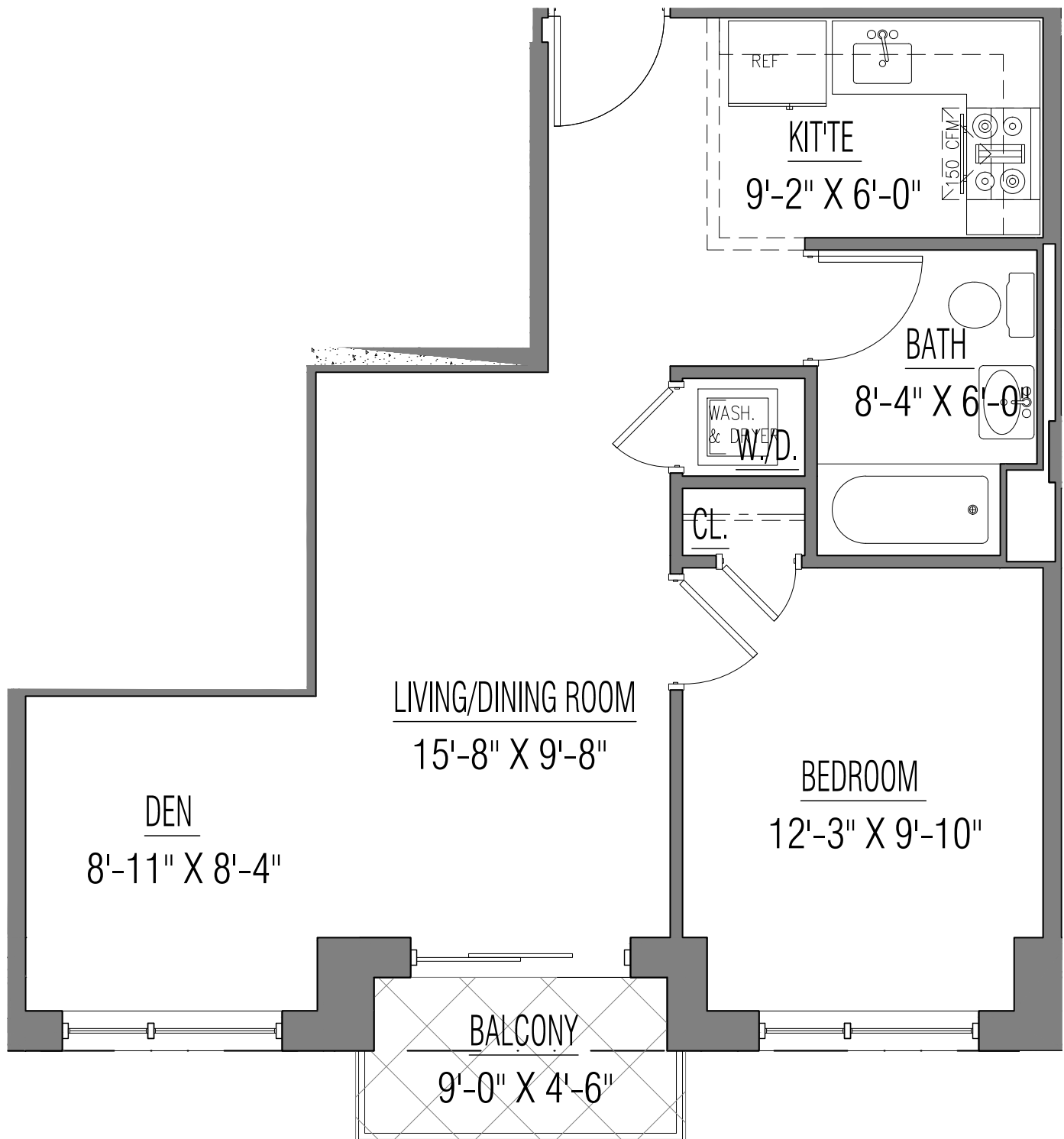
APPROX. FLOOR AREA: 590.0 S.F.

APPROX. TERRACE AREA: 158.0 S.F.

TOTAL APPROX. FL. AREA: 748.0 S.F.

KEYPLAN





UNIT- 3C:

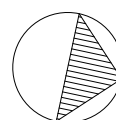
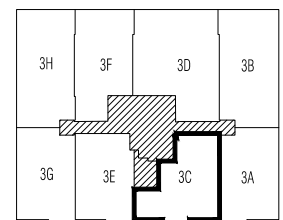
1 BEDROOM

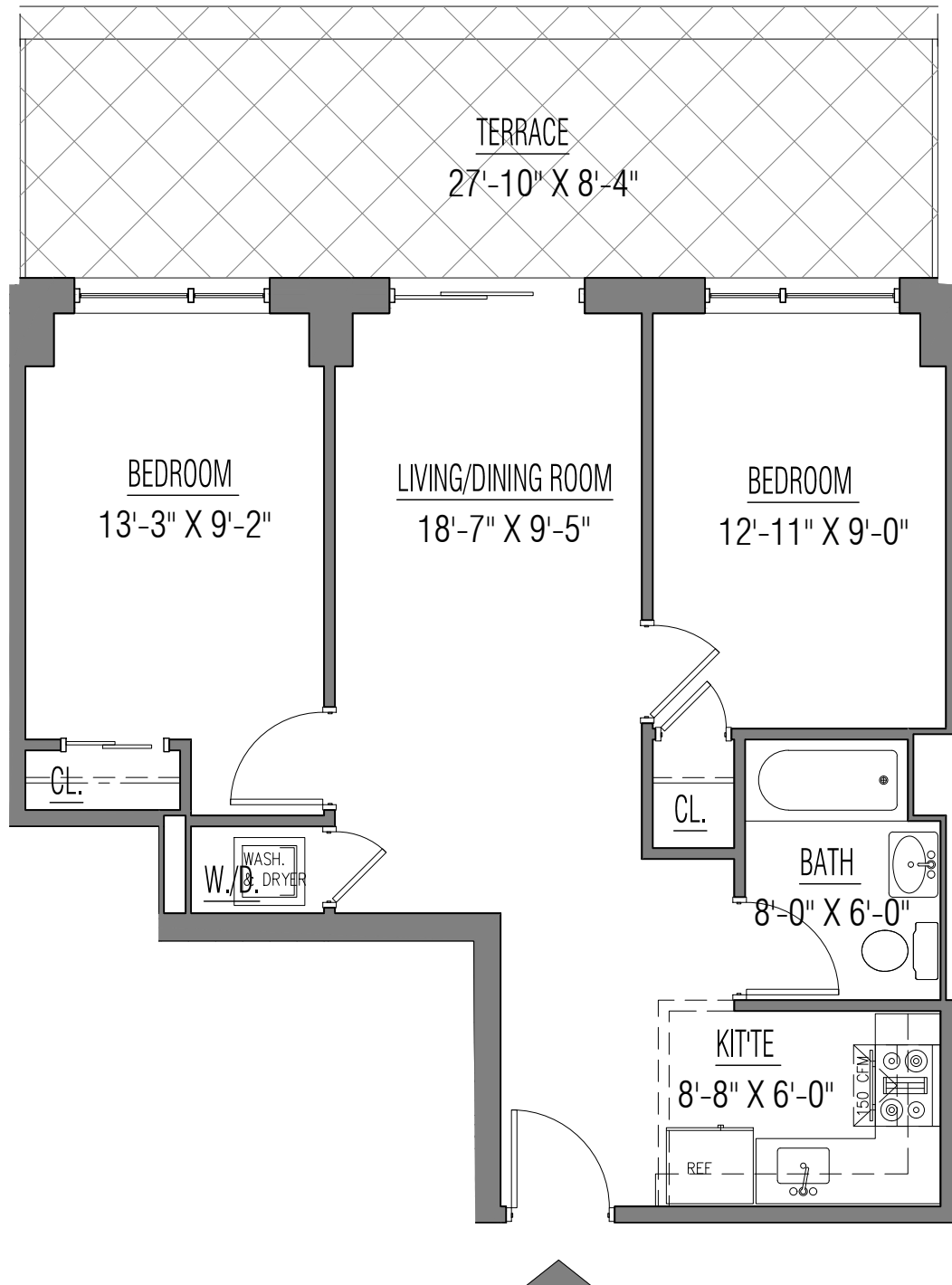
APPROX. FLOOR AREA: 582.0 S.F.

APPROX. BALCONY AREA: 40.0 S.F.

TOTAL APPROX. FL. AREA: 622.0 S.F.

KEYPLAN





UNIT- 3D:

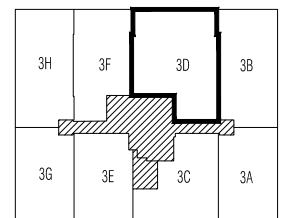
2 BEDROOM

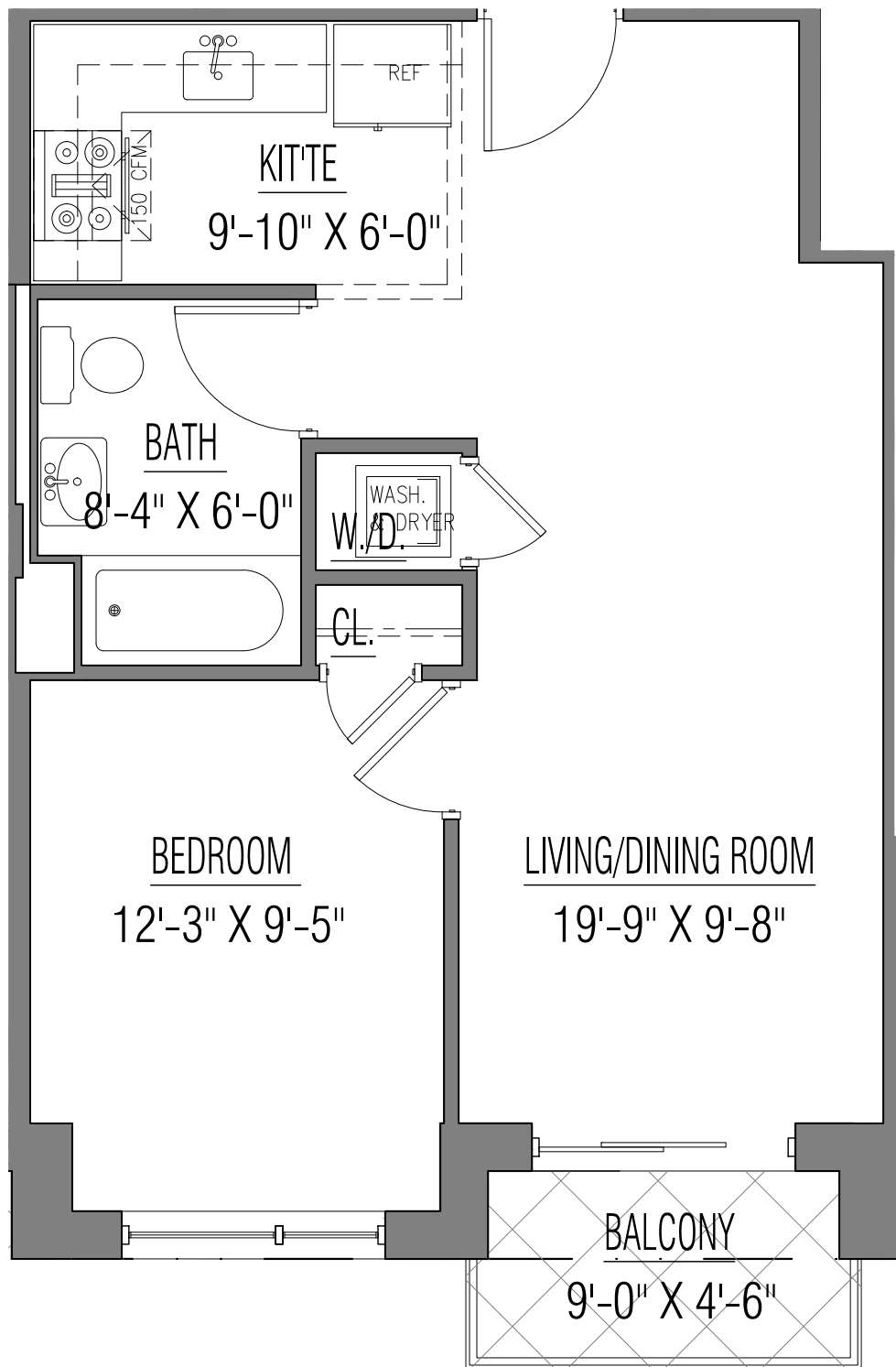
APPROX. FLOOR AREA: 700.0 S.F.

APPROX. TERRACE AREA: 232.0 S.F.

TOTAL APPROX. FL. AREA: 932.0 S.F.

KEYPLAN





UNIT- 3E:

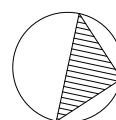
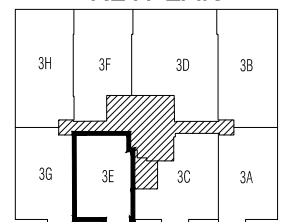
1 BEDROOM

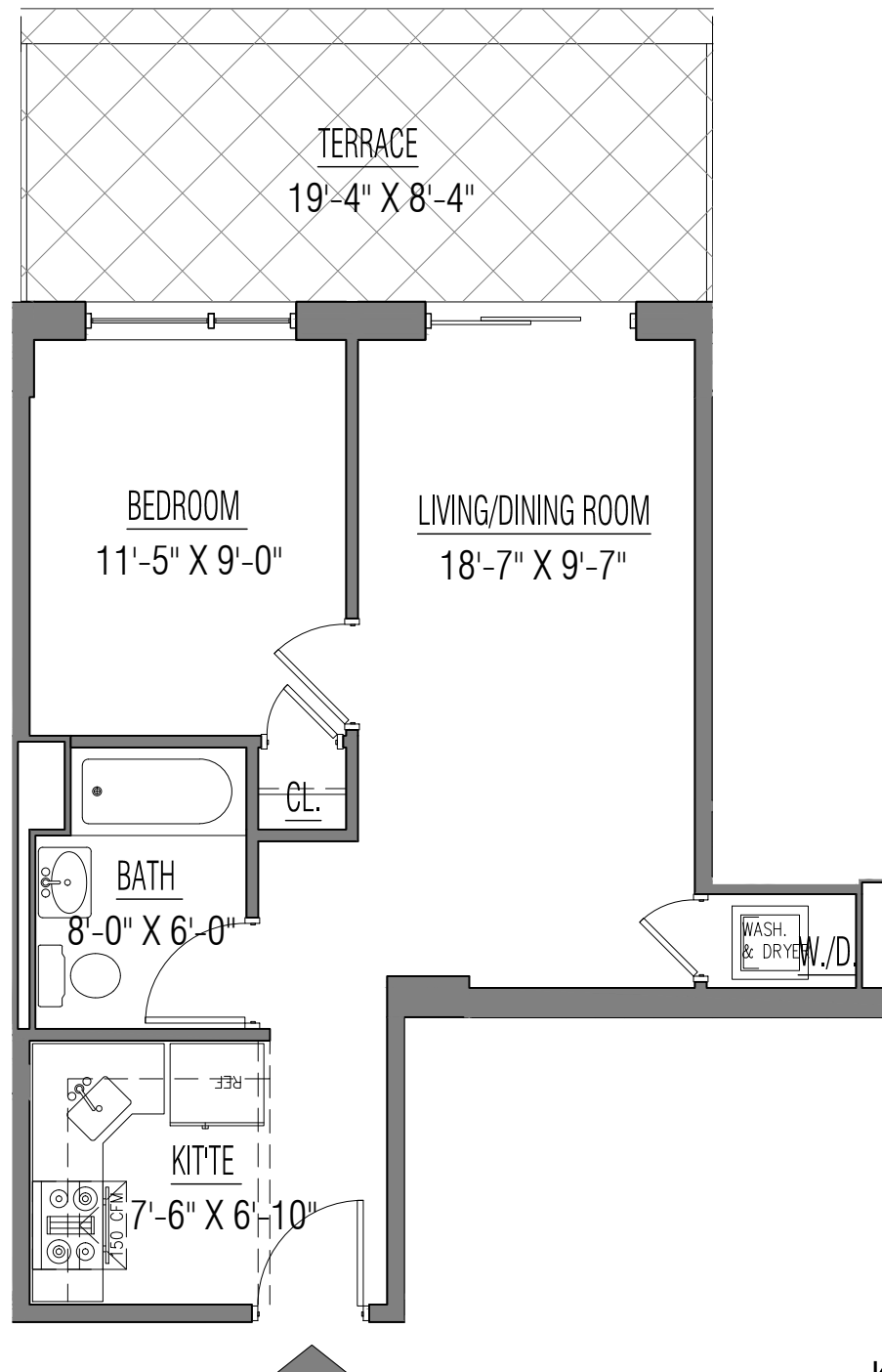
APPROX. FLOOR AREA: 539.0 S.F.

APPROX. BALCONY AREA: 40.0 S.F.

TOTAL APPROX. FL. AREA: 579.0 S.F.

KEYPLAN





UNIT- 3F:

1 BEDROOM

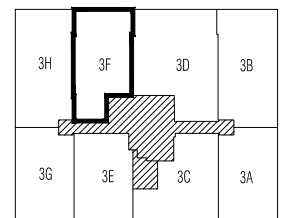
APPROX. FLOOR AREA: 505.0 S.F.

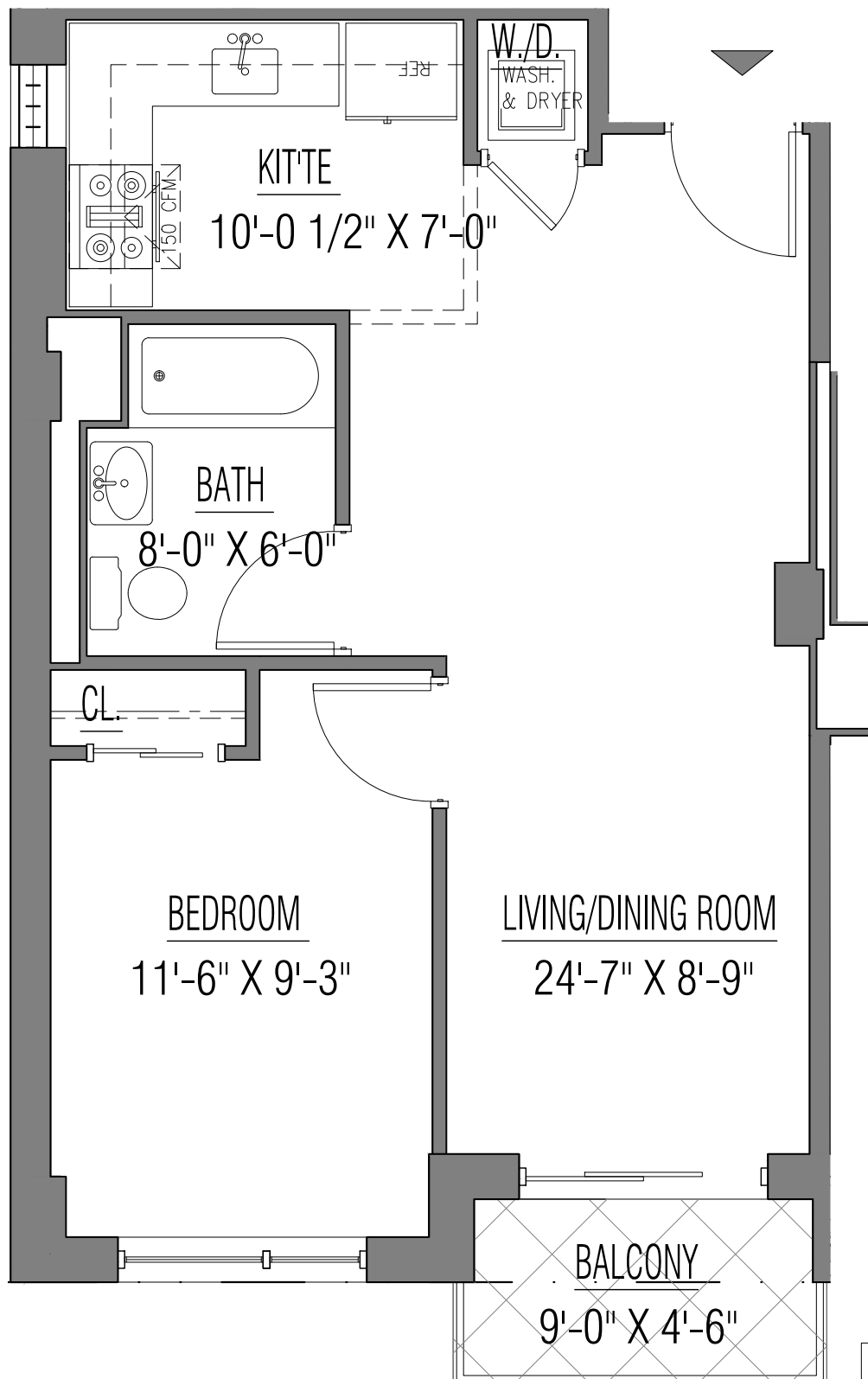
APPROX. TERRACE AREA: 161.0 S.F.

TOTAL APPROX. FL. AREA: 666.0 S.F.

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KEYPLAN





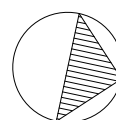
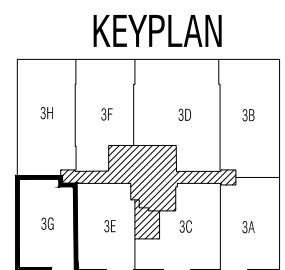
UNIT- 3G:

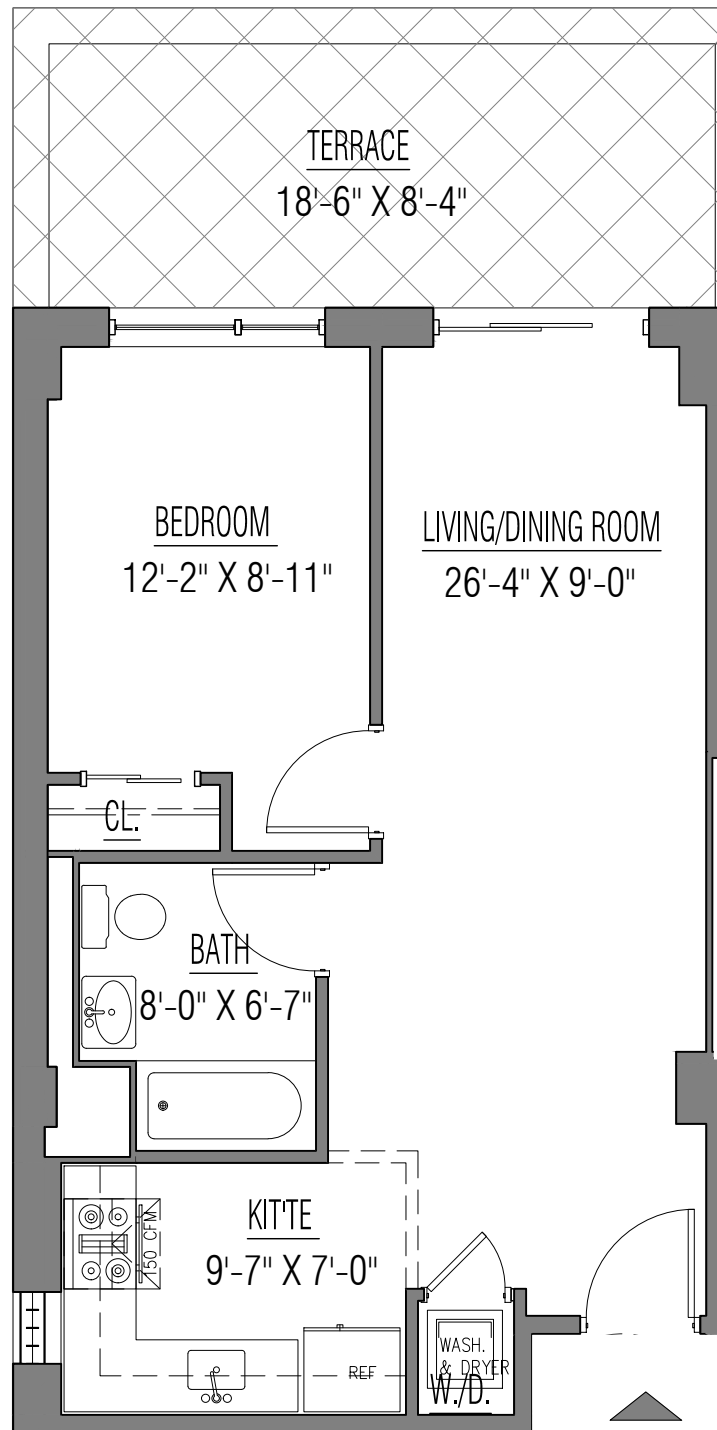
1 BEDROOM

APPROX. FLOOR AREA: 567.0 S.F.

APPROX. BALCONY AREA: 40 S.F.

TOTAL APPROX. FL. AREA: 607.0 S.F.





UNIT- 3H:

1 BEDROOM

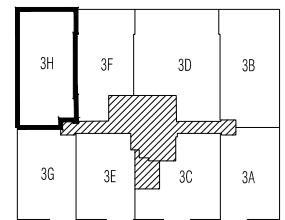
APPROX. FLOOR AREA: 590.0 S.F.

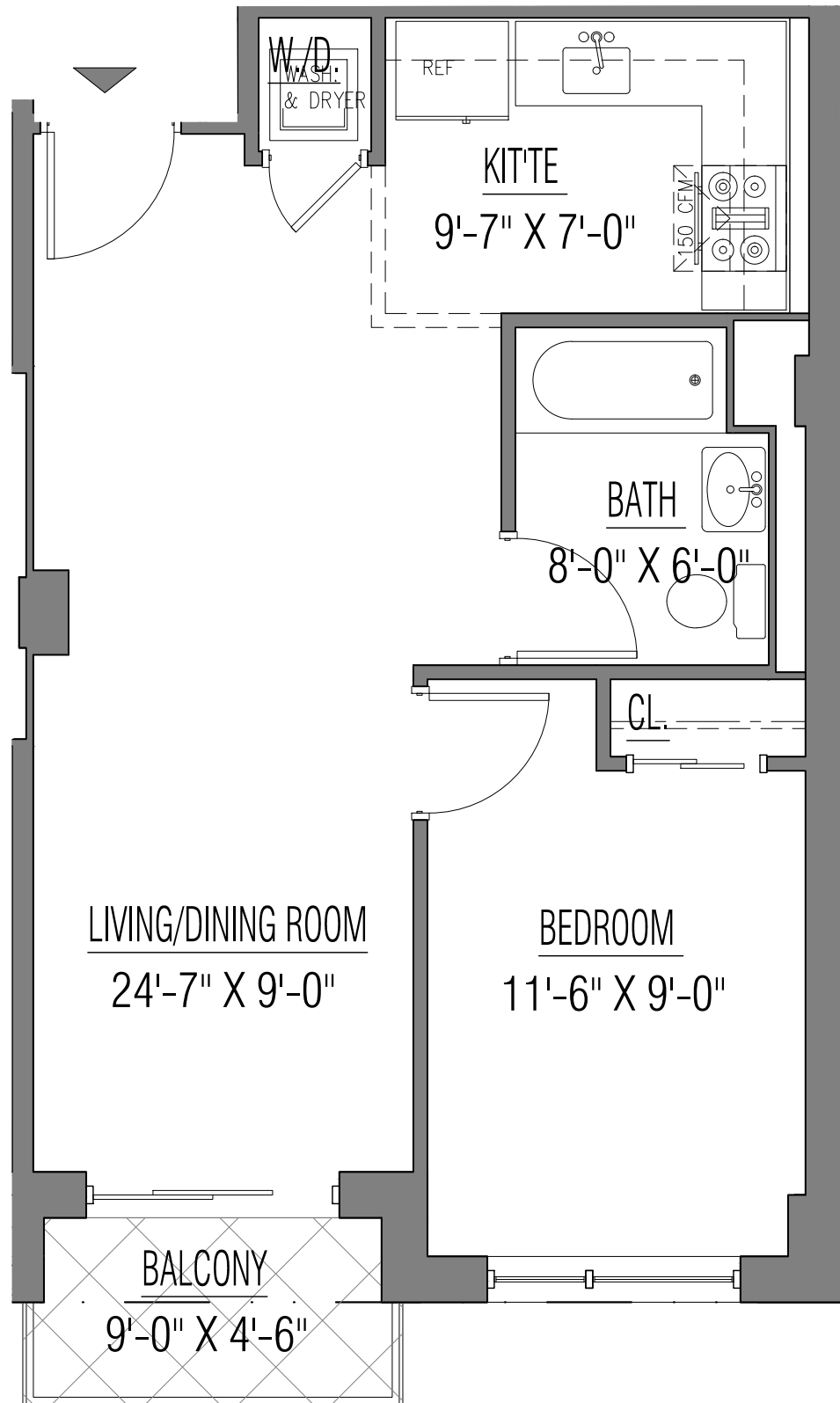
APPROX. TERRACE AREA: 154.0 S.F.

TOTAL APPROX. FL. AREA: 744.0 S.F.

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KEYPLAN





UNIT- 4A & 5A:

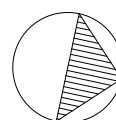
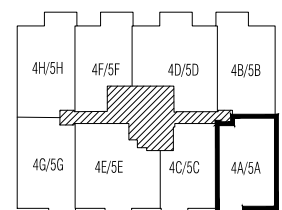
1 BEDROOM

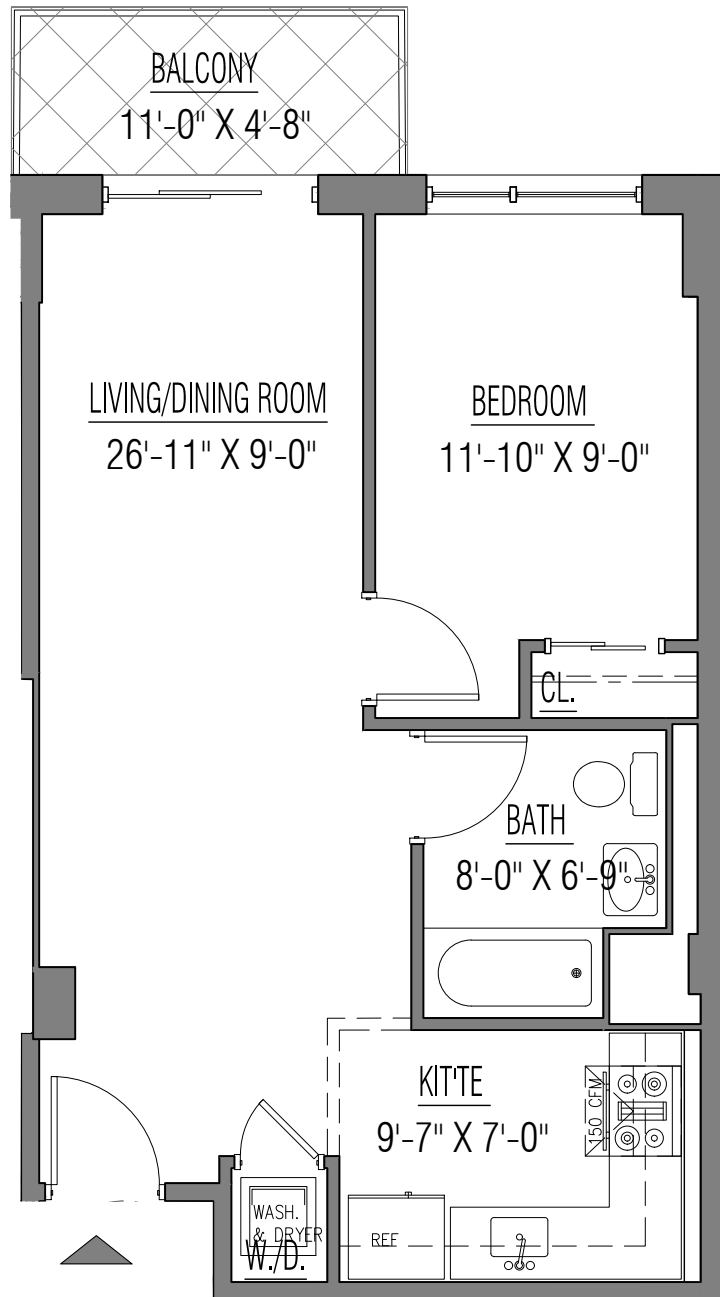
APPROX. FLOOR AREA: 567.0 S.F.

APPROX. BALCONY AREA: 39.0 S.F.

TOTAL APPROX. FL. AREA: 606.0 S.F.

KEYPLAN





UNIT- 4B & 5B:

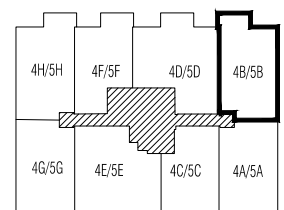
1 BEDROOM

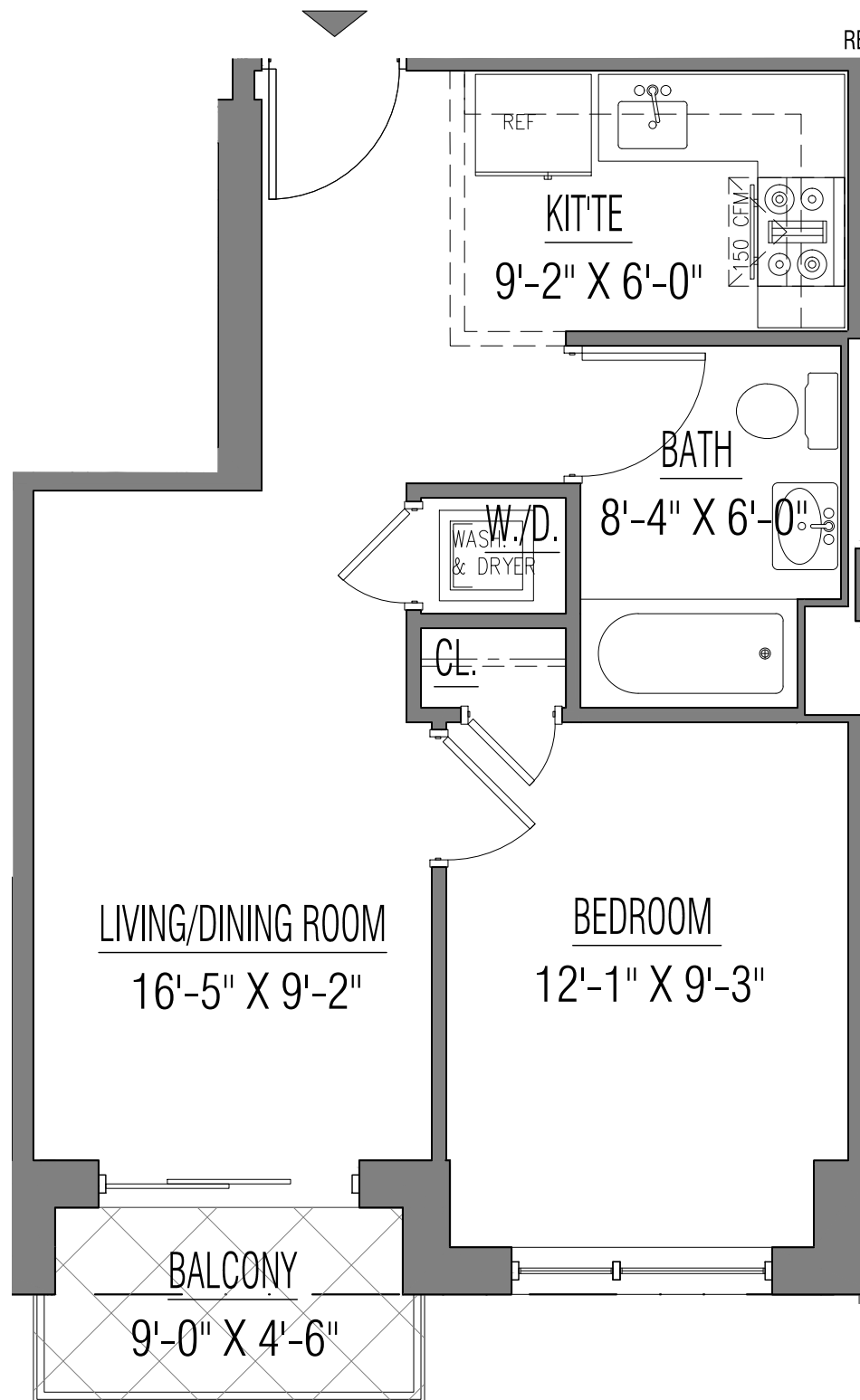
APPROX. FLOOR AREA: 590.0 S.F.

APPROX. BALCONY AREA: 51.0 S.F.

TOTAL APPROX. FL. AREA: 641.0 S.F.

KEYPLAN





UNIT- 4C & 5C:

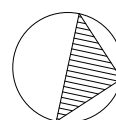
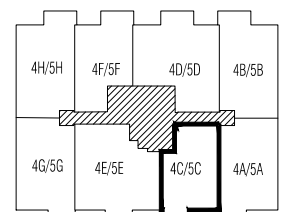
1 BEDROOM

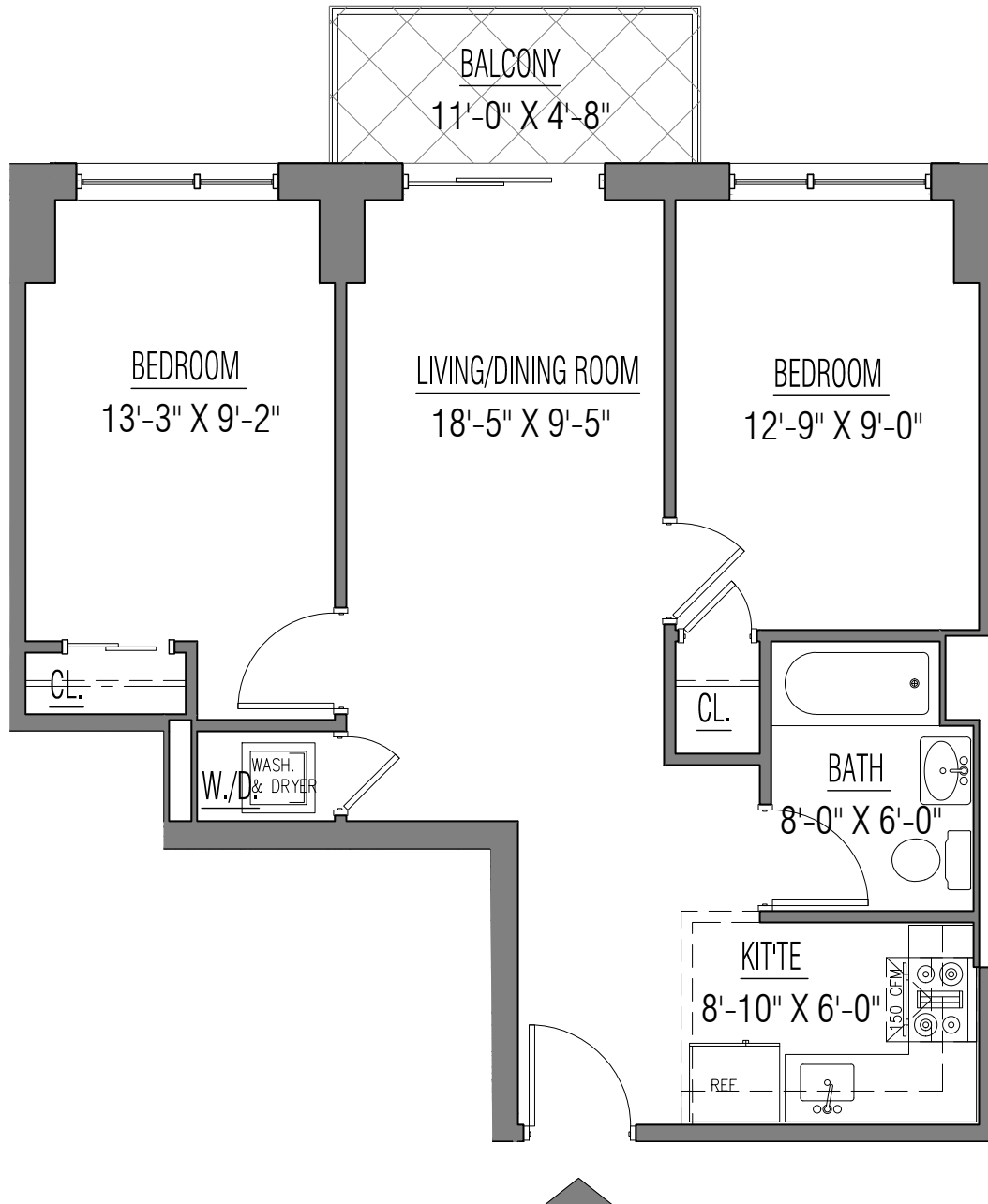
APPROX. FLOOR AREA: 490.0 S.F.

APPROX. BALCONY AREA: 40.0 S.F.

TOTAL APPROX. FL. AREA: 530.0 S.F.

KEYPLAN





UNIT- 4D & 5D:

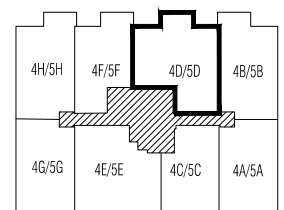
2 BEDROOM

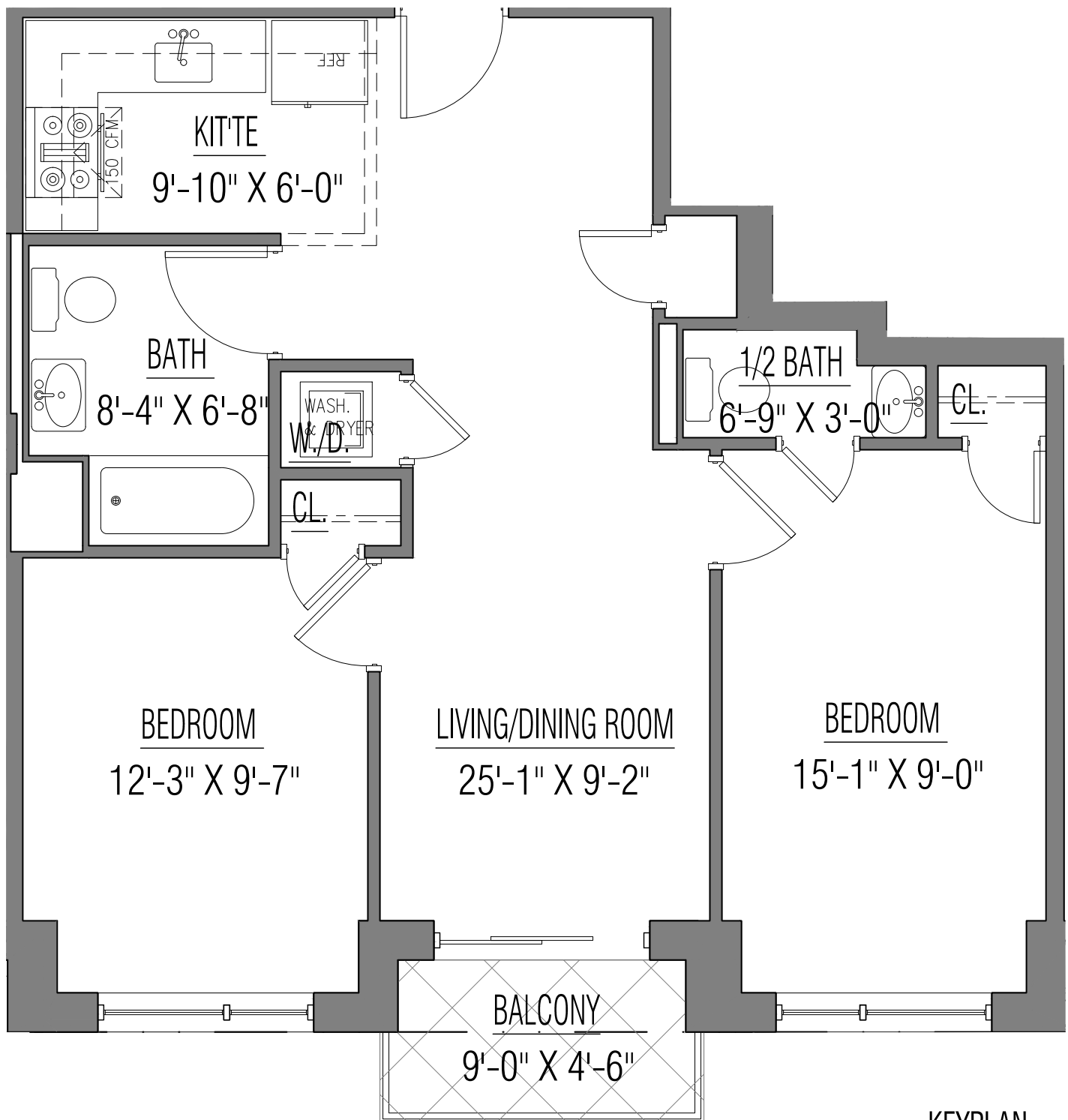
APPROX. FLOOR AREA: 700.0 S.F.

APPROX. BALCONY AREA: 51.0 S.F.

TOTAL APPROX. FL. AREA: 751.0 S.F.

KEYPLAN





UNIT- 4E & 5E:

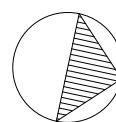
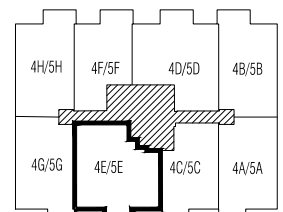
2 BEDROOM

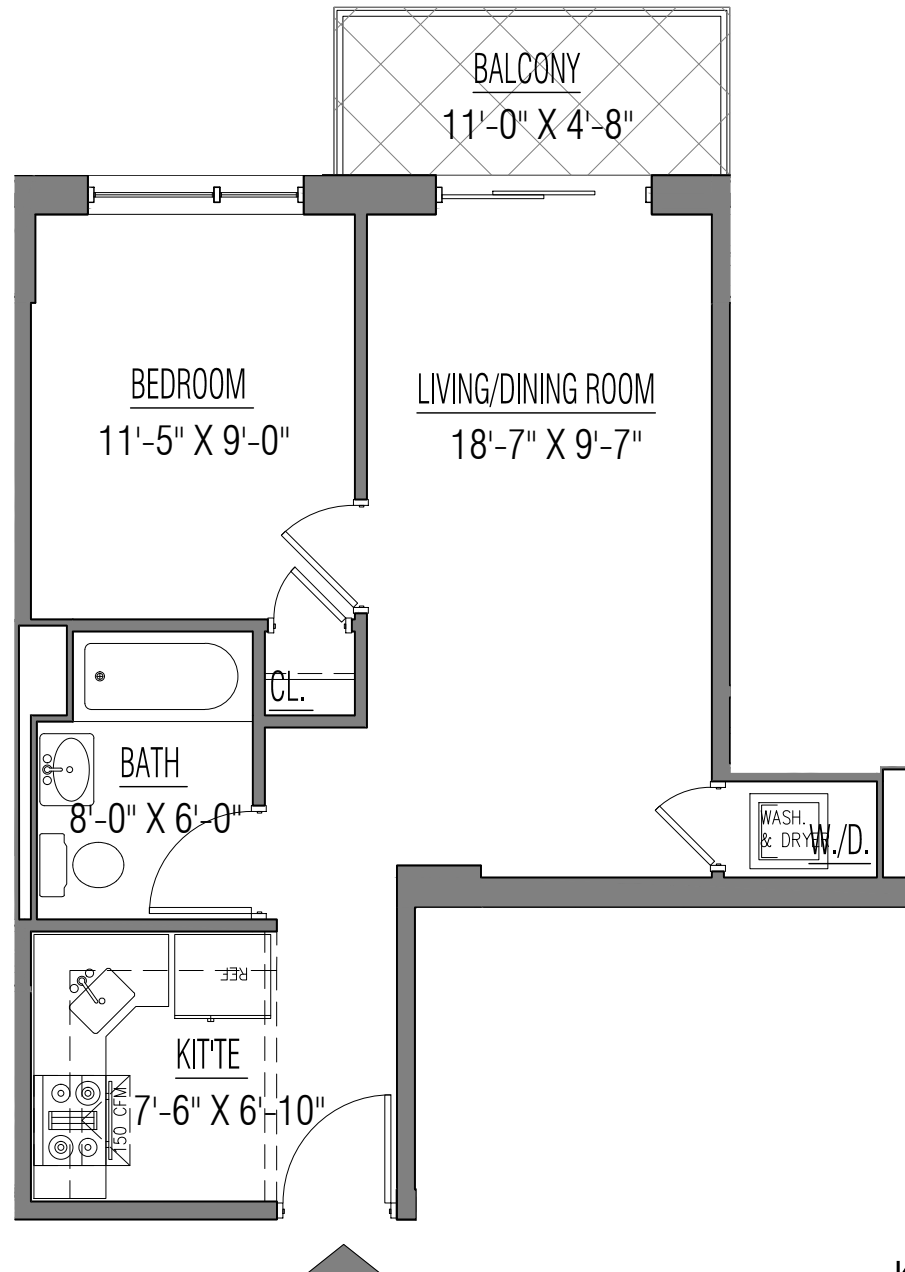
APPROX. FLOOR AREA: 721.0 S.F.

APPROX. BALCONY AREA: 40.0 S.F.

TOTAL APPROX. FL. AREA: 761.0 S.F.

KEYPLAN





UNIT- 4F & 5F:

1 BEDROOM

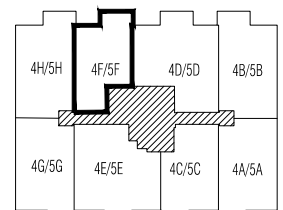
APPROX. FLOOR AREA: 505.0 S.F.

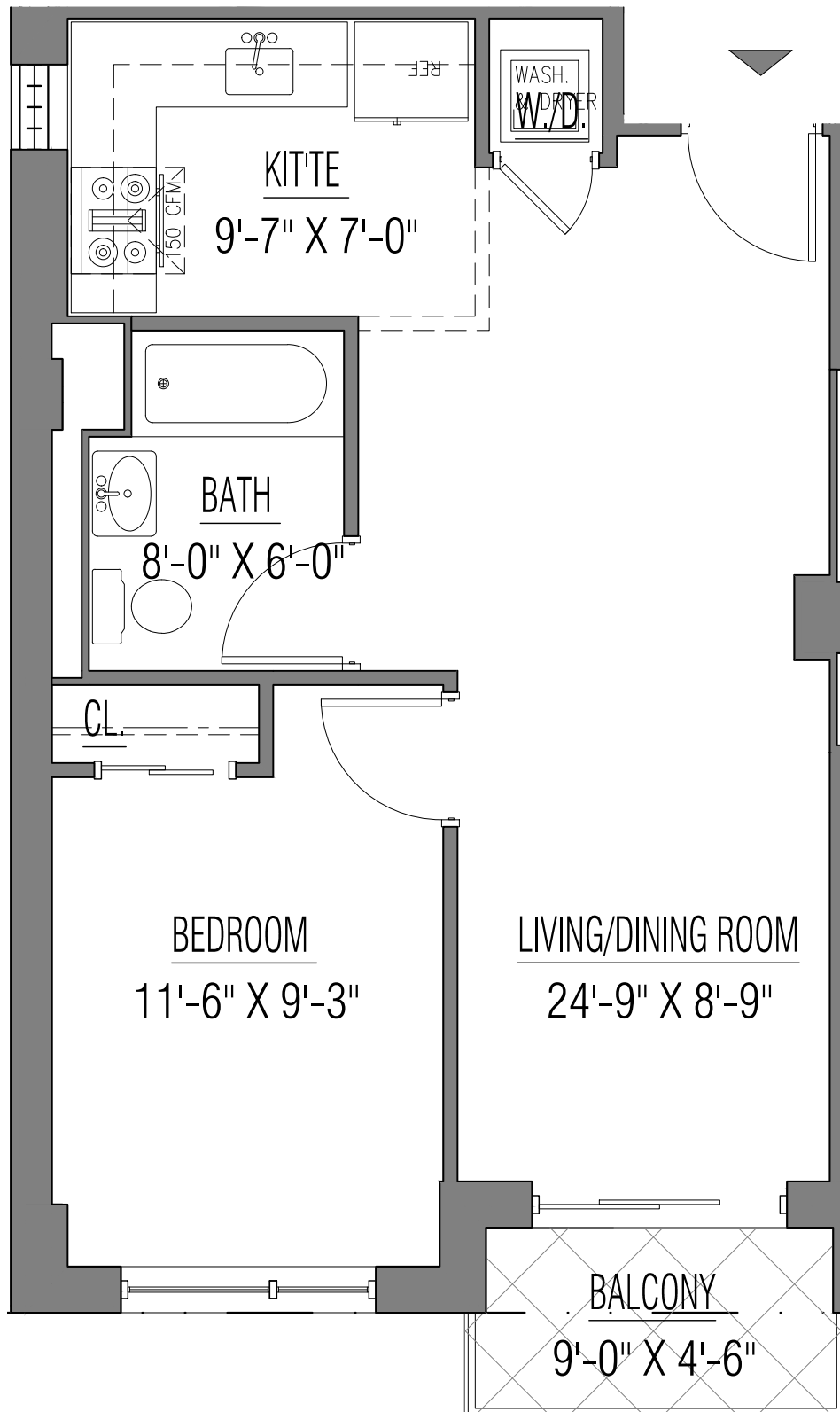
APPROX. BALCONY AREA: 51.0 S.F.

TOTAL APPROX. FL. AREA: 556.0 S.F.

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.

KEYPLAN





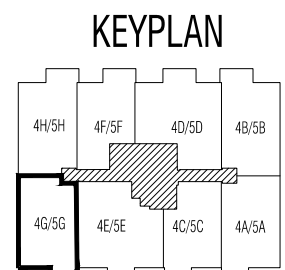
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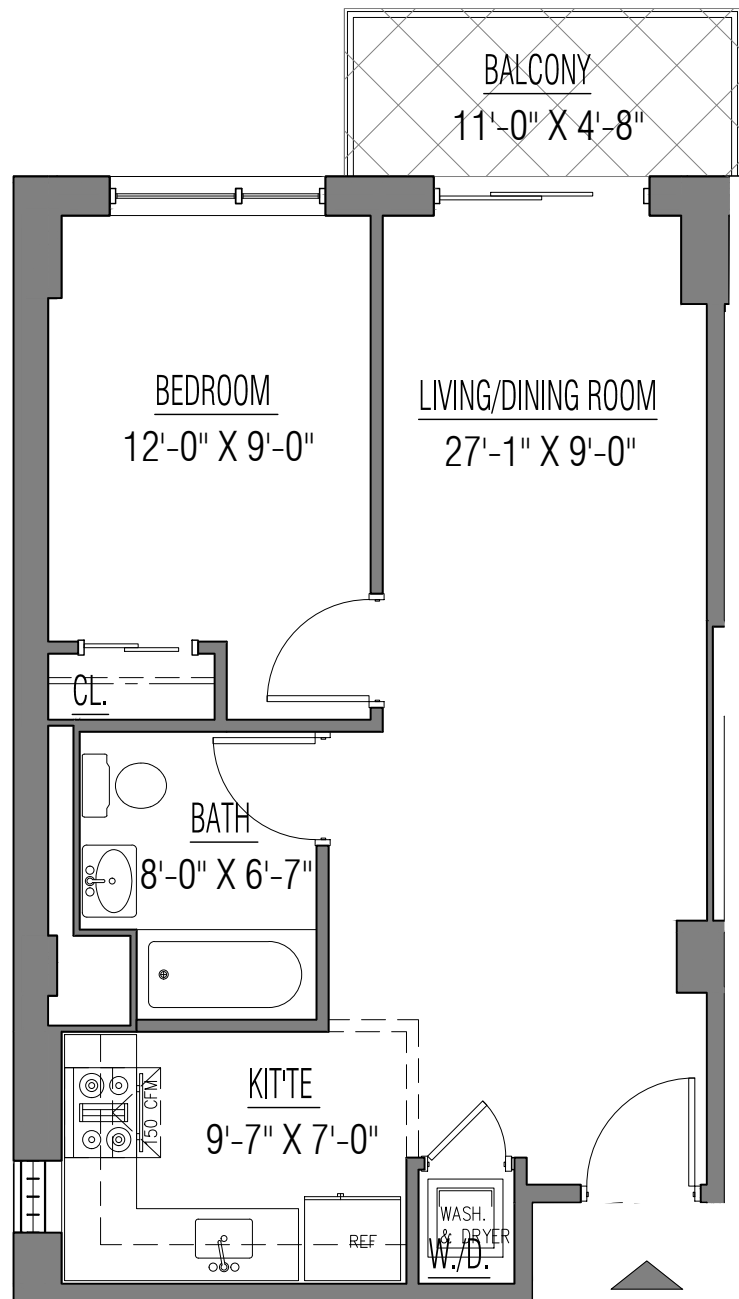
1 BEDROOM

APPROX. FLOOR AREA: 567.0 S.F.

APPROX. BALCONY AREA: 40.0 S.F.

TOTAL APPROX. FL. AREA: 607.0 S.F.





UNIT- 4H & 5H:

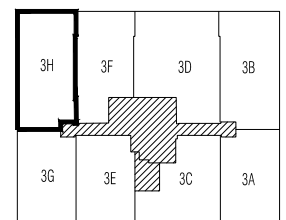
1 BEDROOM

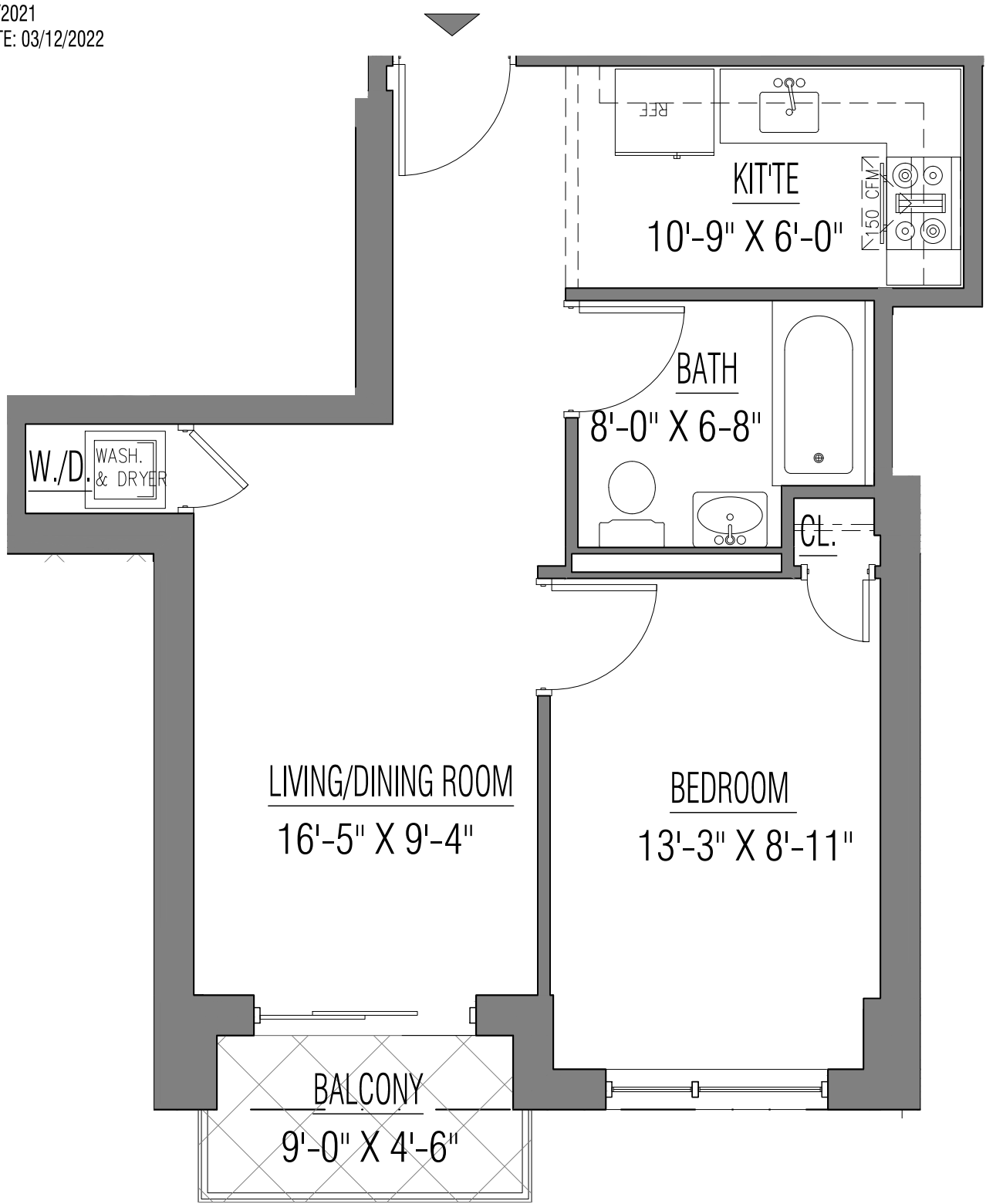
APPROX. FLOOR AREA: 590.0 S.F.

APPROX. BALCONY AREA: 51.0 S.F.

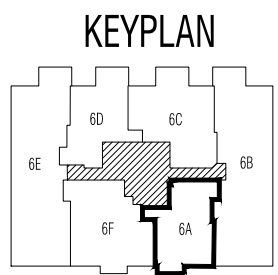
TOTAL APPROX. FL. AREA: 641.0 S.F.

KEYPLAN

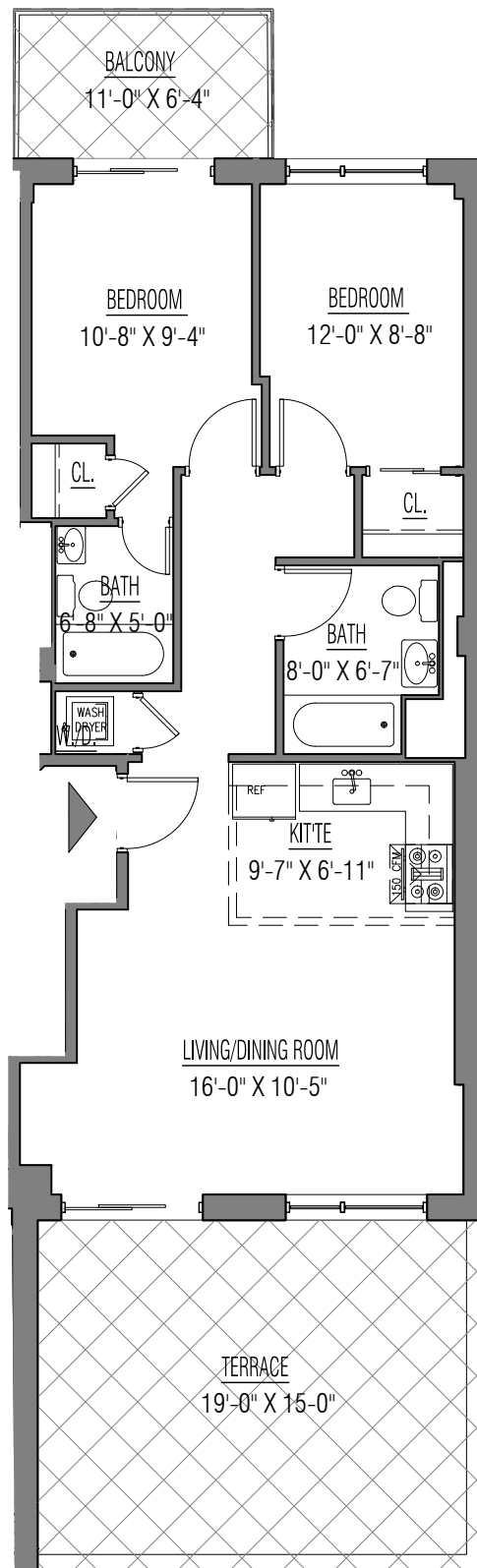




UNIT- 6A:
1 BEDROOM
APPROX. FLOOR AREA: 544.0 S.F.
APPROX. BALCONY AREA: 40.0 S.F.
TOTAL APPROX. FL. AREA: 584.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.



UNIT- 6B:

2 BEDROOM

APPROX. FLOOR AREA: 829.0 S.F.

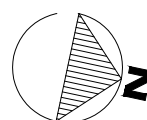
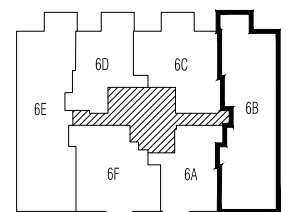
APPROX. TERRACE AREA: 285.0 S.F.

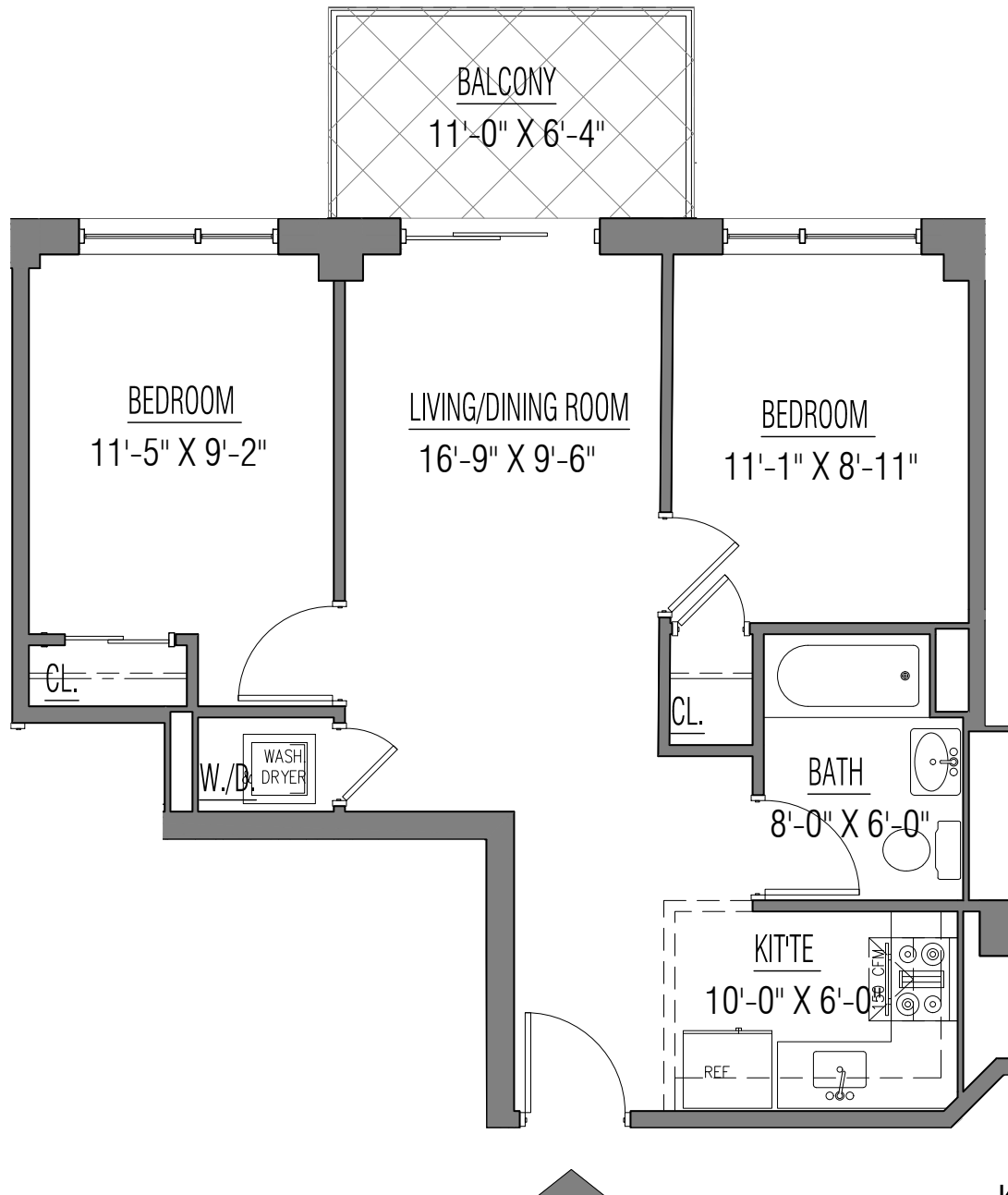
APPROX. BALCONY AREA: 69.0 S.F.

TOTAL APPROX. FL. AREA: 1,183.0 S.F.

All dimensions are approximate and are subject to normal construction variances and tolerances.
 Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.

KEYPLAN





UNIT- 6C:

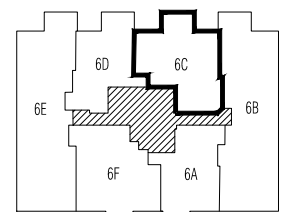
2 BEDROOM

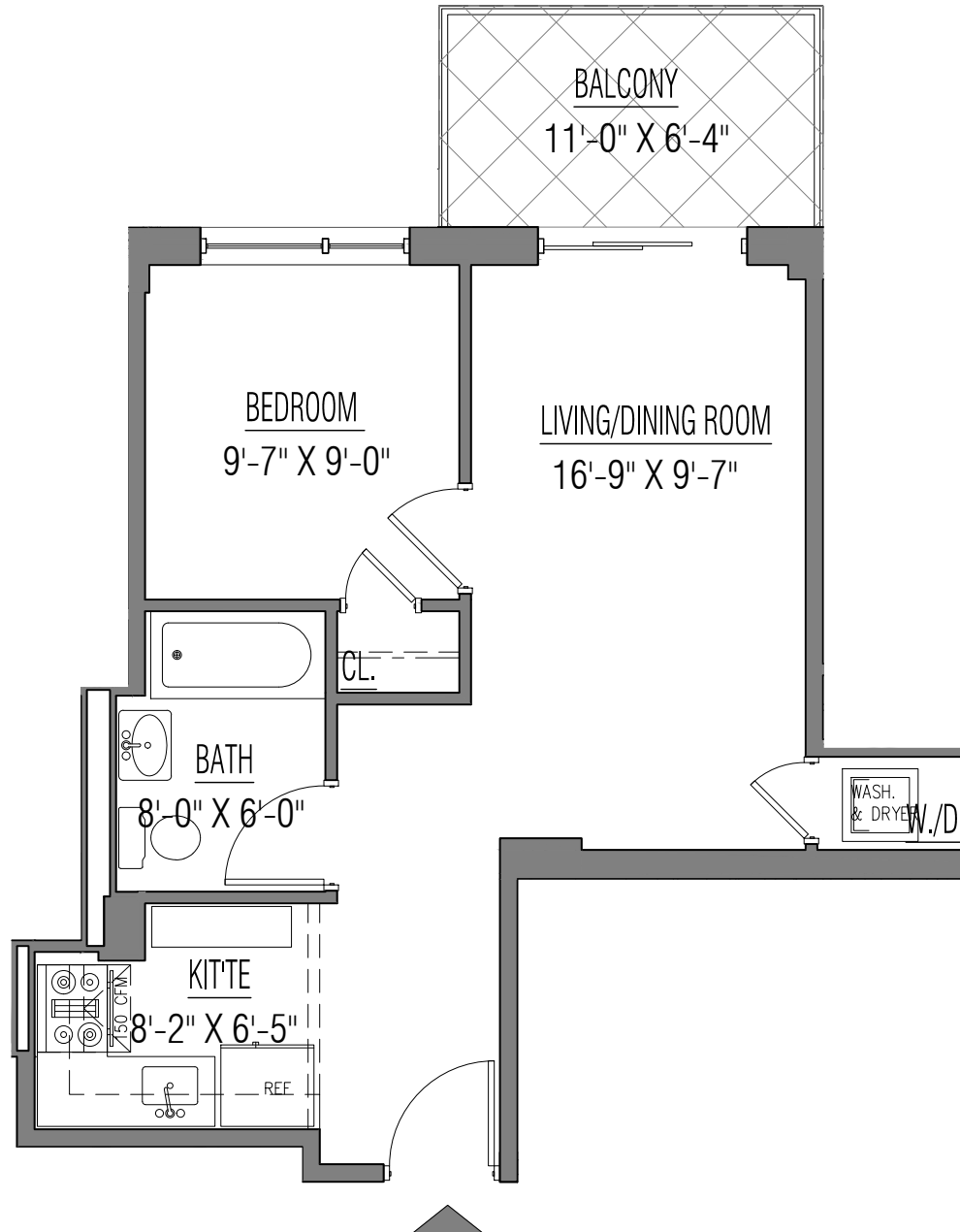
APPROX. FLOOR AREA: 665.0 S.F.

APPROX. BALCONY AREA: 69.0 S.F.

TOTAL APPROX. FL. AREA: 734.0 S.F.

KEYPLAN





UNIT- 6D:

1 BEDROOM

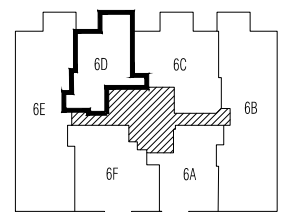
APPROX. FLOOR AREA: 493.0 S.F.

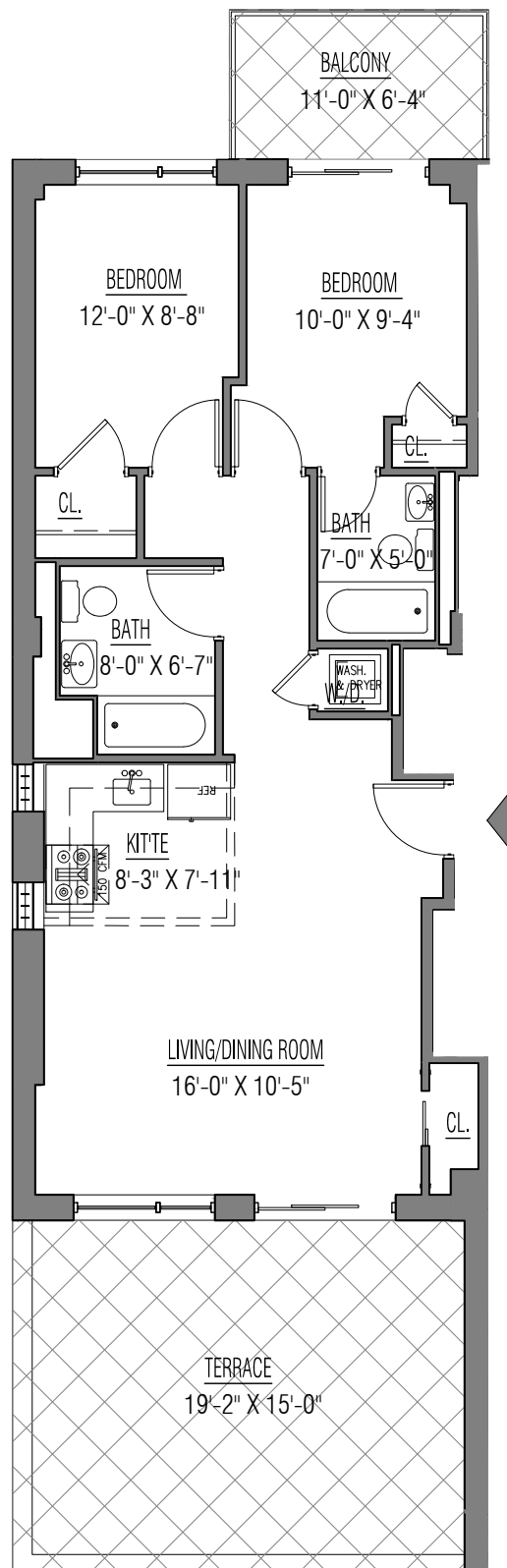
APPROX. BALCONY AREA: 69.0 S.F.

TOTAL APPROX. FL. AREA: 562.0 S.F.

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.

KEYPLAN





UNIT- 6E:

2 BEDROOM

APPROX. FLOOR AREA: 837.0 S.F.

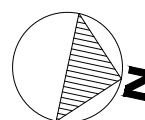
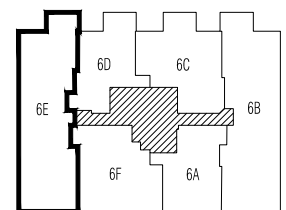
APPROX. TERRACE AREA: 288.0 S.F.

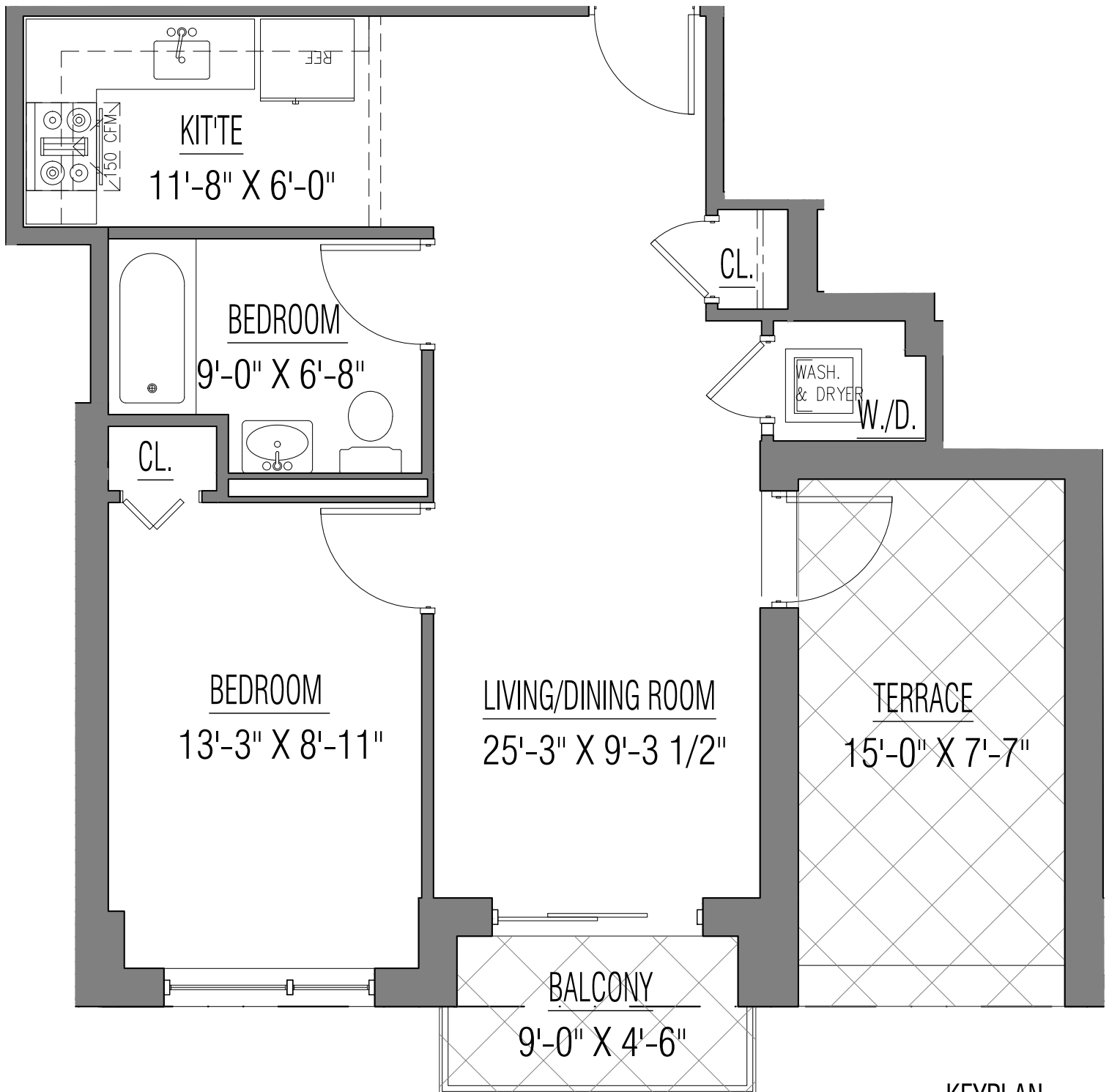
APPROX. BALCONY AREA: 69.0 S.F.

TOTAL APPROX. FL. AREA: 1,194.0 S.F.

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.

KEYPLAN





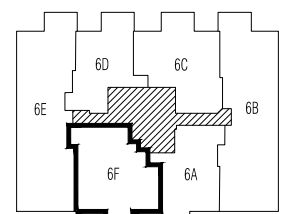
UNIT- 6F:

2 BEDROOM

APPROX. FLOOR AREA: 584.0 S.F.
APPROX. BALCONY AREA: 40.0 S.F.
APPROX. TERRACE AREA: 115.0 S.F.
TOTAL APPROX. FL. AREA: 739.0 S.F.

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering.

KEYPLAN



DECLARATION

**ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP FOR PREMISES
LOCATED AT**

**35-20 146th Street,
BOROUGH OF QUEENS, QUEENS COUNTY, CITY OF NEW YORK,**

**THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN
BLOCK 5003 LOT 39
ON THE TAX MAP OF THE BOROUGH OF FLUSHING AND
COUNTY OF QUEENS
CITY AND STATE OF NEW YORK**

**PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW
OF THE STATE OF NEW YORK.**

NAME: THE 146 NORTHERN CONDOMINIUM

SPONSOR: 146 Northern LLC

**141-18 Cherry Avenue, #1A
Flushing, NY 11355**

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 THE 146 Northern 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__, 146 Northern LLC, whose principal offices and domicile is situated at 141-18 Cherry Avenue #1A, Flushing, NY 11355, hereinafter referred to as Sponsor represented in this Declaration by one of its Members, who is fully empowered and qualified to execute this Declaration on behalf of the Sponsor, does 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 area of approximately 8,750 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 consist of the area measured horizontally from the outside face of the exterior walls of the building defining the unit to (a) the outside face of the exterior walls of the building, or (b) the centerline of the interior partitions separating the Unit from another Unit, or (c) the corridor side of the partitions separating the unit from the corridor or any other spaces, if any. Each Unit will consist of the volume measured vertically from the wood subfloor or concrete floor to the hidden face of the ceiling posterboard supported by the structural system forming the floor of the Unit above or forming the roof above.

C. The Building as hereinafter referred to shall be defined as THE 146 NORTHERN CONDOMINIUM at 35-20 146th Street, Flushing, NY 11355.

D. Condominium as hereinafter referred to shall mean THE 146 NORTHERN CONDOMINIUM which is composed of the Unit Owners.

E. Sponsor shall mean 146 Northern 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 a building upon the land, which will contain thirty (30) residential units, one Community Facility Unit, one Retail Unit, One Office Unit and One Parking Unit consisting of thirty parking spaces. The size of the building is approximately 87'-2" wide by 70'-0" deep on the largest floor. The total building height measured from the base plane to the main roof is approximately 54'-0". The building is six stories high, with the following floor to ceiling heights: Cellar 10'-2"; First Floor 8'-2"; Second Floor 8'-2"; Third Floor 8'-2"; Fourth Floor 8'-2"; Fifth Floor 8'-2" and Sixth Floor 8'-2". The masonry parapet wall height is 3'-6" above the finished roof.

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, 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 residential 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. In addition the community facility, retail, office and parking units can be used for those non residential uses allowed 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.

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 35-20 146th Street, Flushing, New York 11355.

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 hold 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__.

146 Northern LLC

By: _____

Its: _____

STATE OF NEW YORK)ss.:

COUNTY OF QUEENS)

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
THE 146 Northern Condominium
35-20 146th Street, Flushing, New York**

DESCRIPTION OF LAND

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-01775Q

SCHEDULE A

Condominium preamble to be furnished upon recordation of Declaration of Condominium

Old Lot 40:

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 a point on the westerly side of 146th Street (formerly Brewster Avenue), distant 217.50 feet southerly from the corner formed by the intersection of the westerly side of 146th Street with the southerly side of 35th Avenue (formerly State Street);

RUNNING THENCE westerly parallel with 35th Avenue, 100 feet;

THENCE southerly parallel with 146th Street, 32.50 feet;

THENCE easterly again parallel with 35th Avenue, 100 feet to the westerly side of 146th Street;

THENCE northerly along the westerly side of 146th Street, 32.50 feet to the point or place of BEGINNING.

Old Lot 39:

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 the following:

BEGINNING at a point on the westerly side of 146th Street, formerly Brewster Avenue, distant 162.50 feet southerly from the corner formed by the intersection of the southerly side of 35th Avenue, formerly State Street, with the westerly side of 146th Street;

RUNNING THENCE westerly parallel with 35th Avenue, 100 feet;

THENCE southerly parallel with 146th Street, 27.50 feet;

THENCE easterly parallel with 35th Avenue, part of the distance through a party wall, 100 feet to the westerly side of 146th Street;

THENCE northerly along the westerly side of 146th Street, 27.50 feet to the point or place of BEGINNING.

For Conveyancing
ONLY

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

For Information
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

**SCHEDULE B TO THE DECLARATION OF CONDOMINIUM
OF THE PREMISES KNOWN AS
The 146 Northern Condominium**

DEFINITIONS

B. CERTAIN DEFINITIONS

- | | |
|----------------------|---|
| 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 The 146 Northern Condominium constructed or being constructed at 35-20 146th Street, Flushing, New York. |
| 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 as 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.
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 146 Northern 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.

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 Chang H. Tan, TAN ARCHITECT P.C., 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.

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 the Board of Managers of 146 Northern Condominium with an office at 141-18 Cherry Avenue, 1A, Flushing, NY 11355, 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: (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

- 146 Northern LLC with an office at 141-18 Cherry Avenue, #1A, Flushing, NY.

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	- 146 Northern LLC, 141-18 Cherry Avenue, #1A, Flushing, NY 11355
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.
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 consist of one (1) building containing a total of Thirty (30) Residential Units One (1) Retail Unit, One (1) Office Unit, One Community Facility Unit and Thirty (30) Parking Units defined and located on floors numbered two through six 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 DECLARATION OF CONDOMINIUM
OF THE PREMISES KNOWN AS
146 Northern Condominium**

UNIT #	Bedrooms & Baths	Approx. Sq. Footage	Percent Common Elements	Tax Block	Tax Lot
C1	Retail Space	1,938	4.79%	5003	1XXX
C2	Offices	2,440	6.03%	5003	1XXX
CF1	Community Facility	1,773	4.38%	5003	1XXX
CF2	Community Facility	6,668	16.48%	5003	1XXX
3A	1 Bed 1 Bath	607	1.50%	5003	1XXX
3B	1 Bed 1 Bath	748	1.85%	5003	1XXX
3C	1 Bed 1 Bath	622	1.54%	5003	1XXX
3D	2 Bed 1 Bath	932	2.30%	5003	1XXX
3E	1 Bed 1 Bath	579	1.43%	5003	1XXX
3F	1 Bed 1 Bath	666	1.65%	5003	1XXX
3G	1 Bed 1 Bath	607	1.50%	5003	1XXX
3H	1 Bed 1 Bath	744	1.84%	5003	1XXX
4A	1 Bed 1 Bath	606	1.50%	5003	1XXX
4B	1 Bed 1 Bath	641	1.58%	5003	1XXX
4D	1 Bed 1 Bath	530	1.31%	5003	1XXX
4D	2 Bed 1 Bath	751	1.86%	5003	1XXX
4E	2 Bed 2 Bath	761	1.88%	5003	1XXX
4F	1 Bed 1 Bath	556	1.37%	5003	1XXX
4G	1 Bed 1 Bath	607	1.50%	5003	1XXX
4H	1 Bed 1 Bath	641	1.58%	5003	1XXX
5A	1 Bed 1 Bath	606	1.50%	5003	1XXX
5B	1 Bed 1 Bath	641	1.58%	5003	1XXX
5C	1 Bed 1 Bath	530	1.31%	5003	1XXX
5D	2 Bed 1 Bath	751	1.86%	5003	1XXX
5E	2 Bed 2 Bath	761	1.88%	5003	1XXX
5F	1 Bed 1 Bath	556	1.37%	5003	1XXX
5G	1 Bed 1 Bath	607	1.50%	5003	1XXX
5H	1 Bed 1 Bath	641	1.58%	5003	1XXX
6A	1 Bed 1 Bath	584	1.44%	5003	1XXX
6B	2 Bed 2 Bath	1,183	2.92%	5003	1XXX
6C	2 Bed 1 Bath	734	1.81%	5003	1XXX
6D	1 Bed 1 Bath	562	1.39%	5003	1XXX
6E	2 Bed 2 Bath	1,194	2.95%	5003	1XXX
6F	1 Bed 1 Bath	739	1.83%	5003	1XXX
Parking 1	N/A	6,956	17.19%	5003	1XXX

Sample Interim Lease

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

BETWEEN:

146 Northern 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 35-20 146th Street, Unit ____, Flushing, NY (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. Smoking is not permitted in the common area of the building. Smoking is only permitted within apartments. 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 141-18 Cherry Avenue, Flushing, NY 11355 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 JP Morgan Chase Bank located in Flushing, NY 11355.
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: 146 Northern LLC

b. Address: 141-18 Cherry Avenue, Flushing, NY 11355

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:

**NEW YORK STATE DEPARTMENT OF LAW
MODEL FORM OF ESCROW AGREEMENT**

AGREEMENT made this ____ day of _____, 20____, by and among _____ ("PURCHASER"), 146 Northern LLC ("SPONSOR"), as Sponsor of the 146 Northern Condominium offering plan ("Plan") and THOMAS E. BERINATO ("ESCROW AGENT").

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium interests at the premises located at 35-20 146th Street, Flushing, NY, 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 located at 81-35 Lefferts Boulevard, Kew Gardens, NY , 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 146 Northern Condominium" ("Escrow Account"). The account number is ending in XXXXXXXXXX; a separate sub account will be established for each purchaser

1.2. ESCROW AGENT has designated the following attorneys to serve as signatories: Thomas E. 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 123-40 83rd Avenue Suite 1D, Kew Gardens, N.Y. 11415, 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 Within five (5) business days after the Purchase Agreement has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall place the DEPOSIT into the Escrow Account. Within ten (10) business days of placing the DEPOSIT in the Escrow Account, ESCROW AGENT shall provide written notice to Purchaser and Sponsor, confirming the Deposit. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, NY, 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law’s regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the [shares/unit/membership interest/fractional interest];

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 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 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.

6.2. 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-hand 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:
THOMAS E. BERINATO

By: _____
Name: Thomas E. Berinato, Esq.
Title: Attorney/Escrow Agent

SPONSOR:
146 Northern LLC

By: _____
Name: _____
Title: Member

PURCHASER
[INSERT NAME]

By: _____
Name: _____
Title: _____

**BY-LAWS
OF
THE CONDOMINIUM
OF THE PREMISES KNOWN AS**

THE 146 NORTHERN STREET 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 5003 Lot 39 as shown on the Tax Map of the Borough of Queens, 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 aforescribed 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. As a significant portion of the condominium is comprised of commercial space, the condominium shall reserve one seat on the Board of Managers for owners of commercial units.

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. As a significant portion of this condominium is comprised of commercial space, the condominium shall have five seats on the Board of Managers, one of which shall be reserved for owners of commercial units.

Section 2.8 Term of Office of Members. The term of office of the three 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 text 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 three 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 date 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, 146 Northern LLC, 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 lesser 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 purchaser's 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 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 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 deemed 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 leased 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 seem 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 or 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 is 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.

(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, shall 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, enjoinder, 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, enjoinder, or remedy of any violation or breach 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 then 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
THE 146 NORTHERN 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 in any indoor locations of the premises, including common areas and dwelling units. Smoking is permitted in outdoor areas of the premises, including common courtyards, rooftops, balconies and patios and any outdoor areas connected to the dwelling units.

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. All 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, 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 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.

(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.

§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.

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: 146 Northern Condominium
35-20 146th Street
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 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.

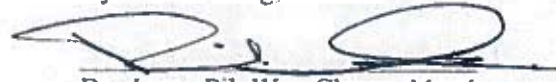
This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

(SPONSORS)

146 NORTHERN LLC:


By: Chun Min Kwok, Member


By: Kevin Yang, Member


By: Joyce Pik Wan Cheng, Member

Individually:


Chun Min Kwok


Kevin Yang


Joyce Pik Wan Cheng

Sworn to before me this
07 day of April, 2021


NOTARY PUBLIC

THOMAS E. BERINATO
Notary Public, State of New York
Qualified in Queens County
#02BE4830163
Commission Expires June 30, 2023

CERTIFICATE OF ARCHITECT

PURSUANT TO SECTIONS 20.2 (c) (3) (i) (b) AND 20.4 (c) OF THE REGULATIONS
ISSUED PURSUANT TO GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

December 12, 2022

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

Re: 146 Northern Condominium
35-20 146th Street
Flushing, New York 11354

Dear Sir or 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, Tan Architect, P.C., prepared and which are dated December 28, 2016. We prepared the Report dated December 12, 2022, 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 new construction, provided new construction is in accordance with the plans and specifications that I examined;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

- (v) not contain any fraud, deception, concealment, or suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation of statement which is false, where I:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

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 his offer is made.

Sincerely yours,



Swore to before me on this
12 day of December 2022

[Handwritten signature]

Notary Public

THOMAS E. BERINATO
 Notary Public, State of New York
 Qualified in Queens County
 #02BE4830163
 Commission Expires June 30, 2023

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**

December 1, 2022

New York State Department of Law
28 Liberty Street, 15th Floor
New York, NY 10005

Attention: Real Estate Financing Bureau

RE: 146 NORTHERN CONDOMINIUM
35-20 146th Street
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 being licensed real estate broker and I have been involved in the sale and rental of condominium units in the New York area, including Queens where the property is located, for the last ten years. My experience also includes managing residential and commercial real estate in New York City since 2010, with Brooklyn and Queens being primary areas of concentration. A representative list of other properties managed by the Managing Agent is as follows:

Sanford Tower, 14335 Sanford Ave, Flushing, NY 11355	(25 Units)
Queens Boro Tower, 4104 27 th Street, Queens, NY 11101	(37 Units)
646 39 th Street, Brooklyn, NY 11232	(45 Units)
13655 37 th Ave, Flushing, NY 11354	

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

We have reviewed the Schedule 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. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We 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 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.

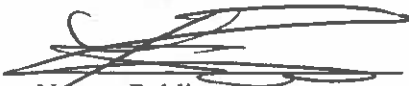
We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

B SQUARE REALTY INC.

By 
Hang Dong Zhang, Broker

Sworn to before me this
1 day of December, 2022


Notary Public

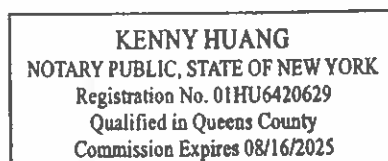


EXHIBIT A-4
CERTIFICATION OF EXPERT
PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A AS AMENDED

December 1, 2022

New York State Department of Law
28 Liberty Street, 15th Floor
New York, NY 10005

Attention: Real Estate Financing Bureau

RE: 146 NORTHERN CONDOMINIUM
35-20 146th Street
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 experience in this field includes being licensed real estate broker and I have been involved in the sale and rental of condominium units in the New York area, including Queens where the property is located, for the last ten years. My experience also includes managing residential and commercial real estate in New York City since 2010, with Brooklyn and Queens being primary areas of concentration. A representative list of other properties managed by the Managing Agent is as follows:

Sanford Tower, 14335 Sanford Ave, Flushing, NY 11355	(25 Units)
Queens Boro Tower, 4104 27 th Street, Queens, NY 11101	(37 Units)
646 39 th Street, Brooklyn, NY 11232	(45 Units)
13655 37 th Ave, Flushing, NY 11354	

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial units listed in Schedule B.

We have reviewed the Schedule 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. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owners of commercial 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.

We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial units:

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.

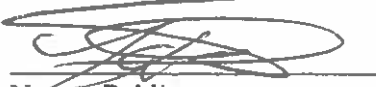
We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan so that prospective purchasers may rely on it. This statement is not intended as a guarantee 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. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

B SQUARE REALTY INC.

By 
Hang Dong Zhang, Broker

Sworn to before me this
1 day of December, 2022


Notary Public

KENNY HUANG
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HU6420629
Qualified in Queens County
Commission Expires 08/16/2025